

HEALTH SAVINGS ACCOUNT AGREEMENT

Effective Date March 18, 2026

PART I: GENERAL TERMS AND CONDITIONS

A. Understanding this Agreement

1. Introduction: This Health Savings Custodial Account Agreement, Health Savings Account Agreement and Benefits Card Agreement (the "Agreement") contains the terms and conditions for services at HSA Bank, a division of Webster Bank, N.A. and Webster Servicing LLC (the "HSA Bank"). In this Agreement, unless otherwise indicated, the words "you" or "your" means the person who establishes the account with us. HSA Bank is referred to as "we", "us", "our" or "HSA Bank". A "business day" includes every day except Saturdays, Sundays and legal banking holidays observed by the Federal Reserve.

2. Legal Effect of Provisions in Agreement: Unless identified otherwise, the term "Account" refers to your Health Savings Account as defined in IRS Publication 969. By establishing your Account(s) or using your Account(s), including any Account services, you accept and agree to be bound by this Agreement. It is a legally binding contract that can only be modified as provided in this Agreement. In establishing an Account with us, you acknowledge and agree that our relationship with you is that of custodian and that we are in no way acting as a fiduciary for you or for your benefit, even if your Account is titled a "trust account" or similar designation. You should READ and RETAIN this Agreement so that you can refer to it whenever you have a question about your Account.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. PLEASE READ THE RESOLVING DISPUTES SECTION CAREFULLY.

3. Effect of Federal and State Laws and Regulations: 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 law of the State of Connecticut will govern without regard to principles of choice of law or conflict of law. If any part of this Agreement is held to be illegal or invalid, the remaining parts will 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 will be construed as a waiver either of such provisions or of your or our right thereafter to enforce each and every such provision.

4. Automated Clearing House ("ACH") Rules. All ACH transactions are subject to the National Automated Clearing House Association Rules ("NACHA Rules") and any other applicable local clearing house rules, and you agree to be bound by such rules. ACH credits are provisional until we receive final payment. If we do not receive final payment, we will deduct the amount of the ACH credit from your Account, or otherwise demand payment from you, and the party making payment to you shall not be deemed to have paid you the amount of the entry. We will not send notice of ACH transactions posted to your Account, other than as recorded within your Account summary. HSA Bank reserves the right to reject any ACH transactions which may exceed the statutory maximum contribution as set forth in IRS Publication 969. We reserve the right to limit the frequency and dollar amount of ACH transactions from your eligible accounts for security reasons, or to prevent you or us from incurring a loss.

5. Notices and Changes of Address. Notices of your address change and all other notices required or permitted under this Agreement may be mailed to HSA Bank, 909 N 8th Street, Suite 200, Sheboygan, WI 53081-4056, emailed to askus@hsabank.com or made on the HSA Bank member website. In addition, you should notify your employer or health plan administrator of any address change if your HSA is associated with these entities. Any notice required or permitted to be given to us will be considered effective when we actually receive it and have had a reasonable time to act upon it. If you have elected electronic communications, we reserve the right, at our discretion, to post notices on your HSA website account or send notices via email or U.S. Mail to the last electronic or mailing address that we have for you in our records (before the effective date of any notice of address change, we have received from you). Such notice will be considered effective when posted or sent to the intended recipient, whether by email or mail. If you have not elected ELECTRONIC communications, any notice to be given to you regarding your account(s) will be considered effective when we mail or send it to the last address that we have for you in our records (before the effective date of any notice of address change, we have received from you). You may sign up on our HSA Bank member website to receive electronic banking notices. Please refer to the notice regarding Electronic Signatures in Global and National Commerce Act and Online Services Agreement, for further detail regarding notices. You must notify us of any change of your mailing or e-mail address as soon as possible.

6. Representations and Responsibilities. You represent and warrant to us that any information you have given or will give us directly or via your authorized designee (i.e., employer, healthcare provider), with respect to the application and/or establishment of a consumer directed health care account governed by the Agreement or enumerated in any Account disclosures, is complete and accurate. Further, you agree that any directions you give us, or any action you take will be proper under this Agreement and that we are entitled to rely upon any such information or directions. 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 losses 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 services under this Agreement. We have no duty to determine whether your contributions or distributions comply with the Internal Revenue Code, regulations, rulings, or the enumerated Agreements executed upon application and/or the establishment of your consumer directed health care accounts.

7. How we communicate with you. We may use automated telephone dialing, text messaging systems and electronic mail to provide important information regarding this Agreement or your relationship with us (which may include messages relating to your past or future accounts with us). The telephone messages may be played by a machine automatically when the telephone is answered whether answered by you or someone else. These messages may also be recorded by your answering machine. You give us your permission to call or send a text message to any telephone number you have given us, or you give to us in the future, and to play pre-recorded messages or send text messages with information about the Agreement or your relationship with us over the phone. You also give us permission to communicate such information to you by e-mail. You understand that, when you receive such calls, texts, or e-mails, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance or loss of privacy in connection with such calls, texts or e-mails. You understand that anyone with access to your telephone or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. If a telephone number(s) you have provided to us changes, or if you cease to be the owner, subscriber or primary user of such telephone number(s), you agree to immediately give us notice of such facts so that we may update our records.

B. Resolving Disputes

PLEASE READ THIS SECTION CAREFULLY. EXCEPT AS THE ARBITRATION AGREEMENT HEREIN OTHERWISE PROVIDES, YOU AND WE WAIVE OUR RIGHTS TO TRY A CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION.

8. Arbitration Agreement: You and we agree that at your or our request, any dispute arising out of, relating to, or connected in any way with: (1) your account and any aspect of your relationship between you and us that is governed by this Agreement, or (2) the breach, enforcement, interpretation, application or validity of this Agreement or this Arbitration Agreement, will be decided by binding arbitration. Arbitration involves the review and resolution of the dispute by a neutral party. Claims subject to this Arbitration Agreement include claims that arose before you and we entered into this Agreement (such as claims relating to advertising) and after termination of this Agreement.

In lieu of arbitration, either you or we can bring an individual claim in small claims court consistent with any applicable jurisdictional and monetary limits that may apply, provided that it is brought and maintained as an individual claim.

9. Jury Trial and Class Action Waiver. Except as this Arbitration Agreement otherwise provides, if either you or we choose arbitration, you and we acknowledge and agree that neither you nor we will have the right to litigate that dispute in court or to have a jury trial on that dispute. The parties further agree that any arbitration shall be conducted in their individual capacities and not as a class action or other representative action and the parties expressly waive their right to file, participate as a representative or member of any class, or seek relief on a class basis pertaining to any dispute either you or we elect to arbitrate. The arbitrator's decision generally will be final and binding.

You and we may not be plaintiffs or class members in any purported class, collective or representative proceeding, and may each bring claims against the other only in your or our individual capacity. Unless mutually agreed to by you and us, arbitration claims may not be consolidated or joined with claims of other persons who may have similar claims other than beneficiaries on your Account and/or related accounts. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim. If there is a determination that any term in the immediately preceding paragraph is unenforceable for any reason as to any claim, then this Arbitration Agreement will be inapplicable to that claim, and that claim will proceed instead through litigation in court rather than by arbitration but only after the conclusion of the arbitration of any claim that is subject to arbitration.

10. Governing Law and Arbitration Rules. This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (FAA), will govern the interpretation and enforcement of this Arbitration Agreement. If the FAA is found not to apply to any issue that arises in the enforcement of this Arbitration Agreement, then this issue will be resolved under the laws as set forth in the Effective Federal and State Laws section of the Agreement. The arbitration will be conducted under the then current and applicable Consumer Rules of the American Arbitration Association ("AAA") for consumer accounts. The AAA Rules are available online at www.adr.org or by calling the AAA at 800.778.7879. The arbitrator, and not any federal, state or local court or agency will have exclusive authority to resolve any dispute about the interpretation, validity, applicability or enforceability of this Arbitration Agreement. The applicable AAA rules will determine payment of fees by you and us.

11. Location and Procedure. If your claim is for \$10,000 or less, you may choose to have arbitration conducted solely on the basis of documents submitted to the arbitrator, via a telephone hearing, or as otherwise mutually agreed by the parties.

12. Arbitrator's Decision. The arbitrator's award shall be written and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent allowed by applicable law, the arbitrator may award arbitration costs and attorney's fees to the prevailing party.

13. Duration. This Arbitration Agreement shall survive closure of your account or termination of all business with us.

14. Plan Card Arbitration. Subject to the provisions of this section, any unresolved disagreement between you, the Employer and HSA Bank concerning a Card transaction that relates to the PLAN or the PLAN Account shall be resolved according to the dispute resolution procedures that apply to the PLAN. However, if the PLAN does not require the use of a specific dispute resolution procedure, any unresolved disagreement between you, the Employer and HSA Bank concerning a Card transaction that relates to the PLAN or the PLAN Account shall be resolved according to this section. You and HSA Bank agree that if a dispute arises between you and HSA Bank which you are not able to resolve informally, upon demand by either you or HSA Bank, the dispute shall be resolved by the above arbitration process. These arbitration provisions shall survive the payment or closure of your PLAN Account and/or HSA and the expiration or termination of your Card or Card privileges. You and HSA Bank agree that in connection with the Card and Card-related transactions and matters:

(1) you and HSA Bank are participating in transactions involving interstate commerce; and (2) to the extent any provision of the Federal Arbitration Act is inapplicable, unenforceable or invalid, the substantive law of the state of Connecticut will control.

15. Waiver of Trial by Jury: To the extent permitted by law, if any dispute or claim results in a lawsuit, and neither you nor we have elected or requested arbitration, you and we knowingly and voluntarily agree that a judge, without a jury, will decide the case. The trial will be brought individually and not as part of a class action. If it is brought as a class action, it must proceed on an individual (nonclass, nonrepresentative) basis. YOU KNOWINGLY AND VOLUNTARILY AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION LAWSUIT.

16. Your Indemnification Obligations: You agree to indemnify and hold us, our officers, directors, employees and agents harmless from any and all losses, or claims of any kind arising in connection with the services provided under this Agreement, except those losses, claims and expenses (including attorney's fees and costs) arising out of our gross negligence or willful misconduct. You further indemnify and hold us, our officers, directors, employees and agents harmless from any and all losses or claims of any kind arising out of actions we take or omit to take in good faith reliance upon instructions from you. You also agree to hold us harmless for failing to act on your instructions when we reasonably believe such instructions would cause us to be exposed to civil or criminal liability.

17. LIMITATIONS OF LIABILITY: WE WILL EXERCISE ORDINARY CARE IN PROVIDING THE SERVICES HEREUNDER WE WILL NOT BE LIABLE TO YOU FOR OUR PERFORMANCE OF, OR OUR FAILURE TO, PERFORM ANY SERVICE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNLESS WE HAVE ACTED IN BAD FAITH OR FAILED TO EXERCISE ORDINARY CARE. UNLESS EXPRESSLY PROHIBITED OR OTHERWISE RESTRICTED BY APPLICABLE LAW OR THIS AGREEMENT, IN NO EVENT WILL YOU OR WE BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF WHETHER YOU OR WE MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS REQUIRED BY APPLICABLE LAW. IF A COURT OR ARBITRATOR FINDS THAT WE ARE LIABLE TO YOU BECAUSE OF WHAT WE DID OR DID NOT DO UNDER OR IN CONNECTION WITH THIS AGREEMENT, YOU MAY RECOVER FROM US ONLY YOUR ACTUAL DAMAGES. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE OR LIABLE FOR ANY OTHER ENTITY'S (NOT UNDER OUR DIRECT CONTROL) ACTS OR OMISSIONS INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE BANK OR TRANSMISSION OR COMMUNICATION FACILITY. WE WILL NOT BE LIABLE FOR DELAYS OR MISTAKES WHICH HAPPEN BECAUSE OF REASONS WHICH ARE BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF CIVIL, MILITARY OR BANKING AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, PANDEMIC, EPIDEMIC, WAR, RIOTS, TRANSPORTATION FAILURES, ACTS OF GOD, INCLUDING FIRES, FLOODS AND OTHER NATURAL DISASTERS, COMMUNICATION OR POWER SUPPLY FAILURE, OR MALFUNCTION OF OR UNAVOIDABLE DIFFICULTIES WITH OUR EQUIPMENT, INCLUDING COMPUTER MALFUNCTION OR SHUTDOWN. THE LIMITATIONS AND EXCLUSIONS IN THIS PARAGRAPH SHALL APPLY TO ALL CLAIMS OF EVERY KIND, NATURE AND DESCRIPTION WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, GROSS NEGLIGENCE OR OTHER TORT, AND WILL SURVIVE THE TERMINATION OF THIS AGREEMENT AND ALL OF YOUR BUSINESS WITH US.

WE WILL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, COSTS, PENALTIES OR EXPENSES YOU MAY INCUR AS A RESULT OF YOUR EMPLOYER'S FAILURE TO MAKE ANY EMPLOYER CONTRIBUTIONS TO YOUR HSA. WE ARE NOT RESPONSIBLE FOR MONITORING OR NOTIFYING YOU OF YOUR EMPLOYER'S CONTRIBUTIONS TO YOUR HSA. YOU ARE RESPONSIBLE FOR CONTACTING YOUR EMPLOYER REGARDING ITS CONTRIBUTIONS AND MONITORING THOSE CONTRIBUTIONS. WE WILL PROVIDE AN ACCOUNT SUMMARY ONLINE FOR FREE OR WILL MAIL A PAPER ACCOUNT SUMMARY FOR A FEE. WE WILL NOT BE LIABLE TO YOU FOR ANY STATEMENTS, REPRESENTATIONS, ACTIONS OR INACTIONS OF ANY INSURANCE AGENT OR AGENCY THAT SELLS YOU AN INSURANCE PLAN IN CONNECTION WITH YOUR HSA. THE INSURANCE AGENT OR AGENCY IS NOT OUR PARTNER, AGENT, AFFILIATE, REPRESENTATIVE OR CO-VENTURER.

YOU AGREE TO INDEMNIFY AND HOLD HSA BANK HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) RESULTING FROM ANY ERROR ON YOUR PART, OR ANY FAILURE ON YOUR PART TO EXERCISE ORDINARY CARE, IN THE PROVISION, TRANSMISSION OR PROCESSING OF DATA PROVIDED TO HSA BANK HEREUNDER OR IN COMPLYING WITH ANY NACHA RULES OR IN HSA BANK RELYING ON YOUR REQUEST AND INSTRUCTIONS OR COMPLYING WITH OBLIGATIONS UNDER THE OFFICE OF FOREIGN ASSETS CONTROL ("OFAC"), AND UCC ARTICLE 4A.

The limitations of liability in this Section shall be in addition to and shall not limit any other limitations on our liability set forth in this Agreement.

18. Limitation on Time to Sue: An action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your Account or any account service must be commenced within one (1) year after the cause of action accrues.

19. Force Majeure: You agree we have no responsibility or liability to you or any third party for failure or delay in our performance under this Agreement or for any losses due to causes or conditions including, without limitation, delays and/or interruptions of business due to any act of God, natural disaster, fire, pandemic, act of government authority, act of public enemy or war, riot, civil disturbance, insurrection, labor difficulty, power failure, telecommunications failure, severe adverse weather condition or other causes beyond our reasonable control. The time, if any, required for such performance under this Agreement, shall be automatically extended during the period of such delay or interruption.

20. No Waiver of Our Rights: No course of dealing, delay or omission on our part in exercising any of our rights is a waiver by us of such rights or any other right. If we waive or otherwise fail to exercise any right, we may still insist on full enforcement of such right in the future.

21. Systems and Software: We are not responsible for any loss or damages you suffer as a result of the failure of systems and software you use to interface with our systems or systems and software you use to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third-party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software you use to process banking transactions and the ability of such systems and software to do so accurately.

C. SERVICES GOVERNED BY SPECIAL RULES NOT INCLUDED IN THIS AGREEMENT

22. Online Services. Online services have a separate agreement that governs its use. To the extent that there is a conflict between the Online Services Agreement and the Transfer section of this Agreement, the Transfer section in this Agreement will control.

This Agreement, as supplemented by the additional agreements and disclosures specifically referenced herein, is the complete and exclusive agreement between you and us related to your account(s). If a conflict arises between the agreements, the order of precedence is as follows: the General Terms and Conditions for this Agreement, the Health Savings Account Custodial Agreement, the Health Savings Account Agreement, the Benefits Card Agreement, disclosures included herein, the Online Services Agreement, and any other agreement specifically referenced herein.

PART II: HEALTH SAVINGS ACCOUNT CUSTODIAL AGREEMENT

This Health Savings Account Custodial Agreement (the "Custodial Agreement") applies to all persons establishing a Health Savings Account (the "HSA") under Section 223 of the Internal Revenue Code (the "Code") exclusively for the purpose of paying or reimbursing qualified medical expenses as defined IRS Publication 502 of the person and his or her spouse and dependents. This Custodial Agreement does not apply to any other type of account. Any section in this Custodial Agreement that is inconsistent with IRS Code Section 223 (or as amended) or IRS published guidance will be void. We, by establishing your Account and accepting delivery of Account items for your HSA, agree to serve as custodian of your HSA pursuant to the terms of this Custodial Agreement.

A. Eligibility. Your eligibility is determined by your eligible health care coverage as required under IRS publication 969 or IRS Notice 2026-5 found at <https://www.irs.gov/publications/p969> and <https://www.irs.gov/newsroom/treasury-irs-provide-guidance-on-new-tax-benefits-for-health-savings-account-participants-under-the-one-big-beautiful-bill>. You represent that you are eligible to participate in an HSA. This means that, unless your Account is solely used to make rollover contributions, you represent that you: (1) are covered under a High Deductible Health Plan (HDHP), (2) you are not covered under another health plan that is not an HDHP, (3) you are not enrolled in Medicaid, and (4) you cannot be claimed as a dependent on another person's tax return; or you qualify as set forth in IRS Notice 2026-5.

B. Contributions and Contribution Limits. Per IRS Publication 969, the amount you or any other person can contribute to your HSA depends on the type of health coverage you have, your age, the date you become an eligible individual, and the date you cease to be an eligible individual. Consult IRS Publication 969 for the current year's limits on our website at www.hsabank.com or visit <https://www.irs.gov/publications/p969>.

As your HSA custodian we accept rollovers, transfers and contributions for any tax year which are made at any time before the deadline for filing your federal income tax return for that year (without extensions). Rollover contributions from an HSA are not subject to the maximum annual contribution limit set forth in Publication 969. Transfers from an Individual Retirement Account ("IRA") are subject to the maximum annual contribution limit. Additional limitations, restrictions and conditions apply. To better understand these options, visit <https://www.irs.gov/publications/p969> prior to initiating any transfer or rollover of funds.

If you have arranged with a third party to have funds directly contributed into your Account, there may be special conditions concerning those funds. If you have authorized contributions directly into an Account that is closed or otherwise unavailable to receive any contribution, we may elect, in our discretion, to return those funds to the source.

23. Contribution by Mail. To make a contribution by mail, you will need to use a contribution form. Please contact us for specific instructions related to making a contribution into your Account by mail. All contribution checks must be payable to HSA Bank.

24. Automated Teller Machine ("ATM") Contributions ATM contributions are not allowed.

25. Excess Contributions. It is your responsibility to determine the limit under the Code for each tax year for all contributions to your HSA and whether contributions to your HSA exceed the maximum annual contribution limit (and catch-up contribution limit, if you are eligible). If your HSA contributions exceed the IRS contribution limits, you must report the excess amount as gross income on your income tax return. However, you can remove the excess contributions by submitting an Excess Contribution Removal Form to us within that tax year. HSA Bank reserves the right under certain circumstances to prohibit excess contributions and/or recurring contributions, including but not limited to, suspicion of fraud, death of an account holder, and/or BSA-OFAC issues.

C. Claims Against Your HSA. Your interest in your HSA is nonforfeitable. We can withhold amounts from your Account as instructed by the Internal Revenue Service (the "IRS") or any other federal or state governmental authority.

D. Prohibited Transactions. No part of the custodial funds may be invested in life insurance contracts or in collectibles as defined in IRS Code Section 408(m) or as amended. The assets of your HSA may not be commingled with other property except in a common trust fund or common investment fund. Neither you nor we will engage in any prohibited transaction with respect to your HSA as defined in IRS Code Section 4975 or as amended.

E. Restrictions on the Fund. Neither you nor any beneficiary may sell, transfer, or pledge any interest in your HSA in any manner whatsoever, except as provided by law or this Custodial Agreement. The assets in your HSA will not be responsible for the debts, contracts, or torts of any person entitled to distributions under this Custodial Agreement.

F. Distributions. Distributions of funds from your HSA may be made upon your direction. Distributions from your HSA that are used exclusively to pay or reimburse qualified medical expenses for you, your spouse, or dependents are tax-free. Distributions must occur after the establishment date of the Account and the qualified medical expenses must be incurred after that date in order to qualify as a tax-free distribution. Please consult Publication 969 or a tax advisor regarding the tax treatment of any distributions from your Account. Distributions that are not used for qualified medical expenses are included in your gross income and are subject to an additional tax on those distributions. The additional tax does not apply if the distribution is made after your death, disability, or reaching age 65. We are not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. You alone are responsible for substantiating that the distribution is for qualified medical expenses, and you must maintain records sufficient to show, if required to do so, that the distribution is tax-free.

G. Amendments. This Custodial Agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance or changes in Bank process or procedures at any time in Bank's sole discretion. References in this Custodial Agreement to the Code include the Code as amended from time to time.

H. Fees. As the trust custodian, we have the right to charge administrative fees for administering your HSA. If your employer or a third party has elected to pay any of the fees associated with your Account and this changes in the future, you may be charged the fee as outlined, here and in our fee schedule. In addition, we have the right to be reimbursed for all reasonable expenses we incur in connection with the administration of your HSA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your HSA, at our discretion. We reserve the right to change or charge additional fees. Where a new or different fee negatively impacts your Account, a notice will be provided. Please refer to the applicable **Health Savings Account Fee and Interest Rate Schedule** for specific fees related to your Account.

I. Investments Program

26. Investment of Amounts in Your HSA. HSA Bank, as administrator and custodian, provides self-directed investment programs to HSA account holders directly or through an employer-sponsored benefit program. HSA Bank's self-directed investment programs are provided through a third-party broker-dealer and SEC Registered Investment Advisor (RIA). HSA account holders must accept investment terms and conditions, upon enrollment, into the self-directed investment programs. HSA Bank's investment programs are self-directed, and investors are solely responsible for determining their investment option and specific asset allocations using research tools provided by the RIA. HSA Bank is not a registered broker-dealer or RIA and does not offer direct investment advice. You acknowledge that the investment program allows repetitive investments, such as auto-sweep and recurring transfers. Further, if a transfer from investments should occur based on your instructions and the repetitive investment transfer or auto-sweep function is not suspended or cancelled, those funds may transfer back to the investment Account. You acknowledge there may be minimum cash balances required to open and/or to transfer funds to investments. Not Insured by FDIC or Any Other Government Agency. Not Bank Guaranteed. Not Bank Deposits or Obligations. May Lose Value.

27. Account Management for Investments

(a) Zero and Negative Accounts. You may not make distributions, core fund menu investment purchases, or transfers to the brokerage account in excess of the Available Balance in your Account. Your "Available Balance" is the amount of money available for distribution from your HSA cash balance, consistent with the Funds Availability provisions of this Agreement. We have no obligation to distribute, invest or transfer funds and we will not be liable for not honoring any distribution, investment or transfer requests that would exceed your Available Balance. It is your responsibility to avoid your health savings account cash balance falling below zero. If we pay items causing your HSA balance to become negative, we are not obligated to allow a continuous, negative balance. If your HSA cash balance becomes negative for any reason, we will send you one notice of your Account falling below zero to the email or physical mailing address we have on file for you to give you the opportunity to make additional contributions, if allowable, or sell the HSA investment asset(s) of your choice to resolve the negative HSA cash balance. You agree to immediately bring the HSA cash balance to a positive balance of approximately \$25.00, or as otherwise required by law.

• If the negative HSA cash balance is not corrected within 30 days after we notify you, to the extent not prohibited by law, you hereby authorize us to liquidate your HSA investment asset(s) and transfer the cash proceeds of the liquidated HSA investment asset(s) as necessary to bring your HSA cash balance back to approximately \$25.00, or as otherwise required by law. We or the broker-dealer will liquidate the highest value position in the core fund menu to the extent necessary, on the date of liquidation. If that position is not sufficient to cover the shortfall, we will continue with the next highest value position in the core fund menu, and so on. If your core fund menu investments are insufficient to cover the shortfall or if you do not have any core fund menu investments, we will apply this procedure to the investment positions in your brokerage account, provided, that we will first use any cash balance of the brokerage account before liquidating investment positions. If your HSA cash balance is zero or falls below zero for 60 consecutive days, HSA Bank reserves the right to close your Account. You will be notified of the Account closure at the email or physical mailing address we have on file.

• **You agree not to hold us liable for any adverse consequences from liquidation. You may also incur, and will be responsible for, early redemption fees and/or other related brokerage fees.**

28. Change in Investment Platforms and/or investment providers.

(a) We reserve the right, with at least 60 days prior notice sent to the email or physical mailing address we have on file, to change investment platform for the core fund menu and/or brokerage account. In connection with the platform change, you hereby authorize us to do the following: (1) transfer in-kind your HSA assets to the new investment platform, to the extent permitted by the investment platform provider, (2) instruct the introducing firm and/or broker-dealer to liquidate and transfer the resulting cash to your HSA cash balance, for your HSA assets for which the new or existing investment platform provider will or cannot accept an in-kind transfer. In addition, you hereby authorize us to transfer any free credit balances in your brokerage account (i.e. investment Cash Balance), or the equivalent, to your HSA cash balance. A blackout period in connection with the platform change during which you may not change investments or otherwise access funds that are not in your HSA cash balance may occur.

(b) After notice of a change in investment platforms or providers, if you take no action, you agree not to hold us, the introducing firm and/or broker dealer liable for any adverse consequences from a transfer in kind, liquidation or transfer of investment free credit balances, or its equivalent. You may also incur, and will be responsible for investment account closing fees, early redemption fees and/or other related brokerage fees.

J. Liquidation of Assets. You hereby authorize us to instruct the introducing firm and/or broker-dealer to liquidate or request that you liquidate HSA investment assets in your HSA if necessary to make distributions to pay fees, expenses or taxes properly chargeable against your HSA, to bring any negative balances to a positive amount of approximately \$25.00, or as otherwise required by law including but not limited to facilitate escheatment, garnishment, probate, or other court orders. If you fail to act or instruct your advisor on which HSA investment asset(s) to liquidate, you hereby authorize us to instruct the introducing firm and/or broker dealer to liquidate your HSA investment asset(s) as set forth in the Agreement section titled "Zero and Negative Balances". You agree not to hold us, the introducing firm and/or broker dealer liable for any adverse consequences from the liquidation. You may also incur early redemption fees and/or other related brokerage fees. Further, in the event that you withdraw consent for electronic delivery of banking and other notices from certain investment programs that require electronic delivery of such notices you must personally and immediately liquidate and close your HSA investment account for that investment program. If you do not liquidate in a timely manner, you hereby authorize us to instruct the introducing firm and/or broker dealer to implement such liquidation and transfer the proceeds to your HSA cash balance and close your HSA investment account

K. Beneficiaries. You should designate a beneficiary when you set up your HSA. What happens to that HSA when you die depends on whom you designate as the beneficiary:

(a) Spouse as the designated beneficiary. If your spouse is the designated beneficiary of your HSA, it will be treated as your spouse's HSA after your death.

(b) Non-spouse designated beneficiary. If your spouse isn't the designated beneficiary of your HSA: The Account stops being an HSA, and the fair market value of the HSA becomes taxable to the beneficiary in the year in which you die.

(c) If your estate is the beneficiary, the value is included on your final income tax return.

(d) The amount taxable to a beneficiary other than the estate is reduced by any qualified medical expenses for the decedent that are paid by the beneficiary within 1 year after the date of death.

L. Termination. We may terminate this Custodial Agreement at any time by giving written notice to you. We can resign as custodian at any time effective 30 days after we mail or send written notice of our resignation

to you. Upon receipt of that notice, you must make arrangements to transfer your HSA to another financial organization. If you do not complete a transfer of your HSA within 30 days from the date we mail or send the notice to you, we have the right to transfer your HSA assets to a successor HSA custodian or trustee that we choose in our sole discretion, or we may pay your HSA to you in a single sum. We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section. If this Custodial Agreement is terminated, we may hold back from your HSA a reasonable amount that we believe is necessary to cover any one or more of the following:

(a) Any fees, expenses or taxes chargeable against your HSA.

(b) Any penalties associated with the early distribution of any savings instrument or other investments in your HSA. If we merge with another organization (or come under the control of any federal or state agency) or if our 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 that organization is the type of organization authorized to serve as an HSA trustee or custodian.

(c) If we fail to comply with certain Treasury regulations, or we are not keeping the records, making the returns, or sending the summaries or tax notices that are required by forms or regulations, the IRS may, after notifying you, require you to substitute another custodian or trustee.

M. Transfer from Other Plans. We can receive amounts transferred to your HSA from the custodian or trustee of another HSA. However, we also reserve the right not to accept any transfer.

PART III: HEALTH SAVINGS ACCOUNT AGREEMENT

We are pleased to provide you with this Health Savings Account Agreement ("HSA Agreement") that explains the terms and conditions of your HSA. Please read this HSA Agreement carefully and retain it for your records. This HSA Agreement contains general terms and conditions that apply to your Account. In addition, you have received a **Health Savings Account Fee and Interest Rate Schedule, Privacy and Opt-Out Notice**, and other agreements and disclosures as applicable, which are part of your HSA Agreement with us. This Agreement is updated and amended from time to time. The HSA Agreement can be found on your HSA Bank member portal.

A. Establishing Your Account

By instructing us to establish an Account, either directly by you or through your employer or your authorized designee, contributing funds in an Account, or having any interest in an Account, you agree to be bound by the terms and conditions of the Agreement, including this HSA Agreement. If you do not agree to the terms of this HSA Agreement, please contact us promptly at 855-731-5213 to close your Account.

B. Privacy, USA PATRIOT Act, and Establishing an Account. We respect and protect the confidentiality of customer information. We only request information that is necessary to establish and service your Account. Some of the information we request is required by a federal law called the USA PATRIOT Act and the regulations adopted by governmental agencies to implement it. This law requires us to obtain, verify and record information that identifies each person or entity that establishes an Account. This information helps the government fight the funding of terrorism and money laundering activities. When you establish your Account, we will ask you for your name, street address and date of birth. We also will ask you for an identification number, such as your Social Security number. This information allows us to identify you. In some instances, we also may ask to see your driver's license or other identifying documents. If your employer is facilitating your enrollment, you authorize your employer to provide us a copy of your U.S. Citizenship and Immigration Services Form I-9 employment eligibility document. If your identity cannot be authenticated, or your application for your Account is incomplete, your Account may be established in a restricted status and/or closed at our discretion. This means that we may restrict access to your Account until we can verify your identity, or we receive the necessary information to complete your application.

C. Accurate Social Security Number, Name, and Address. You agree that any information you supply to us is complete and correct. You must certify the accuracy of your Social Security number on all forms where it is requested. You must inform us of all name and address changes to be assured that all appropriate Account summaries and notices reach you. Whenever an Account summary is unclaimed or undeliverable because of your failure to provide adequate instructions or to notify us of a change in any address you supply us, we may discontinue sending Account summaries to you until otherwise instructed by you.

D. Telephone recording. You understand and agree that, subject to applicable law, we may monitor and/or record any of your phone conversations with any of our representatives for training, quality control, evidentiary and any other purposes. However, we are not under any obligation to monitor, record, retain or reproduce such recordings, unless required by applicable law.

E. Confidentiality. Information about your Account and transactions in your Account are confidential. We will not disclose information to third parties except:

(1) when it is necessary to complete transfers or to collect a check or other item; (2) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or payee, or in order to tell a third party who has one of your checks that we would be able to pay that check if that party presented it to us at that time for payment; (3) if you provide express permission, which may be required in writing; (4) in order to comply with government agency regulations or court orders; (5) in order to collect money you owe us, or in connection with a claim by us or against us concerning a contribution or distribution from your Account; (6) if we are presented with a legally enforceable instrument or court order, or in response to a proper governmental request under the USA PATRIOT Act; (7) if our officers, employees, or agents including accountants, auditors, service providers, attorneys or collection agents, need information about your Account or transactions in the course of their duties or as part of their review of our business affairs; (8) in order to collect information for our internal use, the use of our service providers, and our servicing agents and contractors about our transfers services; or (9) where otherwise required or permitted under applicable law or our **Privacy and Opt-Out Notice**.

We work with several parties to provide Account services to you. These may include your employer, health insurance carrier, third-party administrator for your employer or your health insurance carrier, multi-purse health benefits debit card, health benefits debit card or other methods provided to you to pay for health care expenses using your Account and data service providers. In order for those parties to provide transaction-related services to your Account and information to you concerning your Account, we will provide nonpublic personal information concerning your Account to such parties, as appropriate to the type of Account program to which you belong and your services hereunder. Please rest assured that all customer information is kept in the strictest confidence, unless required or permitted by law to be disclosed. For additional information, please refer to your **Privacy and Opt-Out Notice**.

F. Making contributions to your Account

29. Making a Contribution. You can make contributions into your Account by various methods. Contributions may be made to your Account by third parties, including your employer. We have the right to limit, refuse or return any contribution.

30. Online Contribution. Through our member portal, you have the ability to make transfers between eligible accounts if your Account includes the ability to do so. A money transfer request may not result in immediate funds availability because of the time required to process the transaction. Online contributions between eligible accounts generally debit from your external bank account (s) within 3 business days and will generally credit to your HSA within 2 business days thereafter, depending upon the timing of your transaction. If you schedule a money transfer between eligible accounts on a day that is not a Business Day, the transfer will not be initiated until the next Business Day. A "Business Day" is every day except Saturdays, Sundays and legal banking holidays observed by the Federal Reserve. If there are insufficient funds in an eligible account from which you are requesting a money transfer, the transfer will not be processed. We reserve the right to limit the frequency and dollar amount of transactions from your eligible Accounts for security reasons, or to prevent you or us from incurring a loss.

G. Claim Against Credited Item. If a claim is made with respect to any item after final credit is given to your Account with regard to the item on the grounds that the item was altered, had a forged or unauthorized signature or endorsement, or was not properly payable for some reason, we can withhold the amount of that item from your Account until the claim is finally resolved. If we sustain any loss or damage as a result of relying on your representations or instructions regarding the item, you will be responsible for the costs and fees described in the section of this HSA Agreement entitled "**What Happens If You Owe Us Money or Cause Us to Sustain a Loss.**"

H. Returned Items. If a contribution check is found to have been drawn on an account with insufficient funds to pay it or is returned unpaid for any other reason, we may, in our discretion, do one of two things. First, we may deduct the amount of the returned check from your Account, return the check to you, and charge a fee, if applicable. Second, we may resubmit the check and charge a fee, if applicable. If we choose the latter option, you expressly agree that you have consented to this action and further agree that we have not waived or forfeited our right to chargeback your Account by exercising the option to resubmit.

I. Account Summary Review. In case of errors or questions about your transfers or your Account summaries or receipts, telephone us or write us as soon as you can. **We can be reached at 855-731-5213, by mail at 909 N 8th Street, Suite 200, Sheboygan, WI 53081-4056, emailed to askus@hsabank.com.** You agree to examine each Account summary after it is made available online or sent to you. If you notice any errors or have questions about your Account summary, please contact us at the phone number on the back of your HSA Bank debit card. You agree to examine the Account summary carefully and reconcile the Account. You also agree to carefully examine any items and to compare the items with the Account summary for problems, such as unauthorized signatures, alterations or missing endorsements, and errors in the Account balance that may indicate a bank error in crediting your Account. You agree to contact us immediately about any error or problem with an Account summary or an item. This examination of your Account summary and items is called exercising "Reasonable Care." If you fail to exercise Reasonable Care in examining your Account summary or fail to report forgeries, alterations or errors of any kind to us within 60 days from receipt of the earliest Account summary containing the item(s) in question, you waive any and all claims based on such problems.

- Tell us your name and Account number.
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within 10 business days. Generally, we will tell you the results of our investigation within 10 business days after we receive your notice and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question.

If we decide to do this, we will re-credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive your complaint or question in writing within 10 business days, we may choose not to credit your Account. For Point of Sale (the "POS") transactions and for transactions that were initiated in a foreign country, the investigation period is extended to 90 calendar days. If you are a new customer to HSA Bank and you place a claim during the first 30 calendar days, the investigation period is 90 calendar days and the time period to re-credit your Account may be extended to 20 business days. We will send you a written explanation of our determination within 3 business days after we finish our investigation. You may ask for copies of the documents we used in our investigation. If we have provisionally re-credited your Account during the investigation and determine that there was no error, you will be required to return any credit of funds you have received from us. If you do not return the funds, and subject to certain restrictions, we have the right to take the funds out of your Account. You agree that, to the extent that such systems are comparable to those used in general banking practice, their use constitutes ordinary care, and we will not be liable to you for forgeries, alterations or other discrepancies not detected by such systems, to the fullest extent allowed by law. We will not be liable for losses due to a forgery or an alteration that is of a nature that a bank could not be reasonably expected to detect the fraud or for forged or altered checks if the forgery or alteration arose from your negligence.

J. Agent. You authorize us to act as your agent with regard to the processing and collection of items to contribute or otherwise negotiate. We are not responsible for losses which happen during collection of a check that are not caused by circumstances under our direct control. We will not be liable for the negligence of our correspondents or loss in transit of items contributed with us. You agree that we are legally entitled to supply any endorsement for us on any item you contribute. If there is a qualified endorsement on any item, you agree that we may place your unqualified endorsement on the item. You are responsible for reconstruction and proof of loss of any items, including checks and other negotiable instruments, included in contributions that are lost or stolen in transit before we have received and accepted them. You also agree to cooperate fully and to assist in the reconstruction and proof of loss of any items, including checks and other negotiable instruments, included in contributions that are lost or stolen in transit after we have received and accepted them.

K. Deposit Insurance. FDIC insurance helps protect you against the risk of loss of funds in your Account should HSA Bank fail. If HSA Bank fails, the Account would be eligible to be insured by the FDIC up to the standard maximum deposit insurance amount (currently \$250,000). This limit applies per depositor and ownership capacity, not per account. When determining your coverage limit, the FDIC will aggregate your Account with any amounts you hold in the same ownership capacity in other accounts at HSA Bank / Webster Bank. For more information, please visit <https://edie.fdic.gov/>. Any non-deposit investment product that you purchase using funds in your Account, including self-directed investments, mutual funds, stocks, is not FDIC-insured, is not a deposit or other obligation of HSA Bank and is not guaranteed by HSA Bank, or any of their affiliates, is not insured by any federal government agency, and is subject to investment risk, including the possible loss of the principal amount invested.

L. Distributions from Your Account

31. Distributions. You can make distributions from your Account in various methods made available to you in conjunction with your Account. For your own protection, distributions from your Account will not be allowed if we are not satisfied that the distribution is authorized. In order to prevent fraud the Bank reserves the right to require a waiting period prior to any distributions. We are not obligated to honor any distribution in an amount in excess of the Available Balance in your Account. Your "Available Balance" is the amount of money available for distribution from your Account, consistent with the Funds Availability section below. Longer notification periods may be enforced under certain circumstances. Distributions made from your Account will be reported to the IRS as normal distributions and should be made only for qualified medical expenses under the applicable federal law. For distributions that you make using your health benefits debit card, please refer to your Benefits Card Agreement for complete details governing the use of the card. For distributions that you may make utilizing online services, please also refer to your Online Services Agreement for further details governing these types of distributions. The method of distribution must be specified in writing on a form provided or acceptable to us or online with electronic authorization. Any distributions will be subject to all applicable tax and other laws and regulations. We reserve the right to reasonably restrict the frequency and/or minimum amount of distributions.

32. Postdated Item. We may charge against your Account a check dated after the date it is presented (a postdated check).

33. Stale Checks. Under applicable law, we have no obligation to pay a check over 6 months old. We may choose, in our discretion and absent contrary instructions from you, to pay the check in good faith and charge your Account or to return the check unpaid.

34. Stop Payments. To stop payment on a check you have written or an ACH transaction (as defined in the Automated Clearing House ("ACH") Rules section) you have initiated on your Account, you must notify us immediately. We may charge a fee as set forth in your **Health Savings Account Fee and Interest Rate Schedule** to process a stop payment order and for each renewal. The stop order must be received before the close of banking business the day before the item is presented for payment in order for us to have time to act on the stop order. We may request you to place the stop order in writing. The stop order will remain in effect for 6 months and must be renewed in writing to stay in force. In your verbal or written stop payment order, you must accurately describe the item by check number, precise dollar amount, the payee, and the number of the Account on which the item was drawn. If the information you give us is not correct or complete, or if you do not give us other reasonable information requested about the check, we will not be responsible if we are not able to stop the payment of the item.

35. Zero and Negative Balances. You may not make distributions, core fund menu investment purchases, or transfers to the brokerage account in excess of the Available Balance in your Account. Your "Available Balance" is the amount of money available for distribution from your HSA cash balance, consistent with the Funds Availability provisions of this Agreement. We have no obligation to distribute, invest or transfer funds and we will not be liable for not honoring any distribution, investment or transfer requests that would exceed your Available Balance. It is your responsibility to avoid your HSA cash balance falling below zero. If we pay items causing your HSA balance to become negative, we are not obligated to allow a continuous, negative balance. If your HSA cash balance becomes negative for any reason, we will send you one notice of your Account falling below zero to the email or physical mailing address we have on file for you to give you the opportunity to make additional contributions, if allowable, or sell the HSA investment asset(s) of your choice to resolve the negative HSA cash balance. You agree to immediately bring the HSA cash balance to a positive balance of approximately \$25.00, or as otherwise required by law. If the negative HSA cash balance is not corrected within 30 days after we notify you, to the extent not prohibited by law, you hereby authorize us to instruct the introducing firm and/or broker-dealer to liquidate your HSA investment asset(s) and transfer the cash proceeds of the liquidated HSA investment asset(s) as necessary to bring your HSA cash balance back to approximately \$25.00, or as otherwise required by law. You hereby authorize us to instruct the introducing firm and/or the broker-dealer to liquidate the highest value position in the core fund menu to the extent necessary, on the date of liquidation. If that position is not sufficient to cover the shortfall, the next highest value position in the core fund menu, and so on. If your core fund menu investments are insufficient to cover the shortfall or if you do not have any core fund menu investments, this procedure will apply to the investment positions in your brokerage account, provided, that we will first use any cash balance of the brokerage account before providing instruction on investment positions. If your HSA cash balance is zero or falls below zero for 60 consecutive days, HSA Bank reserves the right to close your Account and you will be notified of the Account closure at the email or physical mailing address we have on file.

You agree not to hold us, the introducing firm and/or broker dealer liable for any adverse consequences from liquidation. You may also incur, and will be responsible for, early redemption fees and/or other related brokerage fees.

M. When You Owe Us Money. If you owe us money for fees or because an unauthorized transfer or an error that you reported is not supported by our investigation, you agree to pay us the amount of the fee or any applicable provisional credit. You also may be responsible for costs we incur, including attorney fees, to collect the debt you owe.

N. Funds Availability

36. Contributions. Processing of contributions is determined in business days. We make contributions available as soon as we have completely processed them. When a contribution is received, the availability of those funds may be delayed, as explained below. Every day is a business day except Saturdays, Sundays and federal holidays. Contributions received after 2:00 PM CT, on any business day, will be considered as received on the next business day.

(a) Next-Day Availability. Funds from the following contributions are available by 9:00 PM CT on the day after the contribution is received: Electronic contributions from another financial institution.

(b) Second-Day Availability. Funds from the following contributions are available by 9:00 PM CT on the second business day after we receive the contribution: Checks mailed to our Processing Center and received with a properly completed Contribution Form.

(c) ACH Debit Transfers. Contributions made via ACH debit transfers are not made available until we determine that the transfer was not fraudulent, and the availability may be delayed for a reasonable period of time.

37. New Accounts. The following special rules may apply to new Accounts during the first ninety (90) calendar days your Account is open. We reserve the right to hold funds from electronic direct contributions to your Account, from another financial institution and funds from contribution of cash and wire transfers may be available on the day following the day those funds are fully collected, at our discretion.

38. Distributions. We will make distributions from your Account in the order that we receive them throughout the business day or in any order determined by us, even if paying a particular item results in an insufficient balance in your Account to pay one or more other items that otherwise could have been paid. We may change the order of payment at any time without notice to you.

O. Transfers

This Transfers section explains your rights, liabilities and responsibilities for transfers related to your Accounts. For transfers that you direct through the Internet, the HSA Bank Online Services Agreement also is applicable. For distributions from your Account using a health benefits debit card, you should refer to your agreement for that card or device for additional rules of the issuer governing your distributions. In this Transfers section, a "business day" includes every day except Saturdays, Sundays and legal banking holidays observed by the Federal Reserve.

This section explains provisions that apply to transfers to or from benefit accounts. The transfers we are capable of handling for consumers are indicated below, some of which may not apply to your Account. The types of transfers, frequency and contribution limitations: We provide a variety of transfer services for your Accounts. These include payments, contributions and transfers that you make or receive by electronic methods, such as with your debit card or online.

39. Types of Transfers

(a) **Preauthorized Transfers.** You may make arrangements for certain recurring preauthorized transfers.

- Preauthorized credits. You may make arrangements for certain contributions to be accepted directly into your HSA.
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your HSA.

(b) **Point-of-Sale Transactions.** Using your debit card:

- You may access your Account to purchase goods (in person, by phone, by online, by mobile device), pay for services (in person, by phone, online, by mobile device), for qualified medical expenses as defined under the Code; and
- You may not exceed your daily transaction limit.

(c) **Online/Mobile Transfers.** You may access your Account online or by mobile device by using your access credentials to log in to the member portal to:

- Transfer funds from your benefits accounts to checking or savings accounts.
- Get benefits account information; and
- Pay bills using online banking bill payment services.

*You may be charged access fees by your cell phone provider based on your individual plan.

(d) **Transfers Initiated by Third Parties.** You may authorize a third party to initiate transfers between your Account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the ACH or other payment networks. Your authorization to the third party to make these transfers can occur in several ways. For example, your authorization to convert a check to a transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third party with your Account number and financial institution information. Thus, you should only provide your financial institution and Account information (whether over the phone, the internet or via some other method) to trusted third parties whom you have authorized to initiate these transfers. Examples of these transfers include, but are not limited to:

(e) **Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You may make payments by electronic check from your HSA.

(f) **Stop Payment.** Unless otherwise provided in this Agreement, you understand that you cannot stop a transfer after it has been initiated or authorized. If you have told us or a merchant in advance to make regular preauthorized payments out of your Account, you can stop any of these payments by mailing us at HSA Bank, 909 N 8th Street, Suite 200, Sheboygan, WI 53081-4056 or calling us at 855-731-5213 or emailing us at askus@hsabank.com in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call us, we may also require you to put your request in writing and get it to us within 14 days after you call. When a preauthorized transfer from your Account will vary in amount from the previous transfer under the same authorization or from the preauthorized amount, the designated payee is required to send you written notice of the amount and the date of the transfer at least 10 calendar days before the scheduled date of transfer. If you agreed to a preauthorized transfer from your Account, you are responsible for notifying the merchant when you want to permanently stop the preauthorized transfer or if any of your Account identifying information you gave to the merchant has changed.

(g) **Termination of Service.** We reserve the right to terminate without notice any of the described transfer services. Termination will not affect any of our rights or your obligations arising under this Transfer section prior to termination, or any rights and liabilities hereunder arising out of completed transactions, whether such transactions occur before or after termination. If we terminate, you agree to destroy your health benefits debit card(s) immediately. We also reserve the right to renew any and all cards at our discretion.

(h) **ATM Networks.** If your Account includes the ability to make a cash distribution at ATMs, you may use your health benefits debit card with your PIN at certain regional, national and international ATM networks. Those network logos appear on the back of your health benefits debit card. The amount, dollar denominations and daily limit you may transfer each time you use your debit card at ATMs depends on the network agreement and prevailing law governing the shared use of other terminals and limitations of the ATM or terminal you are using. A fee may be imposed for transfers and Account balance inquiries initiated at an ATM operated by an entity other than Webster Bank, N.A.

P. General Account Administration

40. **Interest Information. Please refer to your Health Savings Account Fee and Interest Rate Schedule for interest information.** We may, at our discretion, change interest rates and annual percentage yields at any time unless stated otherwise in this HSA Agreement. Such changes are generally based on economic conditions.

41. **Account Summaries.** You may view your monthly Account summary by accessing your HSA Bank member portal. You may elect to receive paper summaries for a fee, which will be sent to the most recent address for notices that we have for you in our records. Please refer to your **Health Savings Account Fee and Interest Rate Schedule** for this information.

42. **Inactive, Abandoned and Escheatment of Accounts.** An Account may be considered inactive and/or abandoned when there has been no activity on your Account or contact with us. Accounts that are considered inactive and/or abandoned are subject to escheatment in accordance with the applicable law of your state of residence. We will attempt to contact you prior to turning any Account over to the state. You agree that we are not responsible for any funds turned over to the state including investment assets pursuant to applicable laws and regulations. If your funds are turned over to the state, you must apply to the applicable state agency to reclaim your funds. The distribution will be reported on Form 1099SA and could be subject to an excise tax.

43. **Right to Refuse Any Contribution, to Close Any Account, or to Terminate Account Services.** We reserve the right, in our discretion, to refuse to accept your contribution, including a new Account contribution, to offer an account service, such as a debit card, or to close your Account at any time. If we close your Account and you owe us money for any reason, you will still be responsible for paying the money due. We reserve the right to prevent your access to your Account or to close your Account without notice when we reasonably believe we will otherwise sustain a loss. We also may prevent your use of your Account without prior notice pending the resolution of a claim, investigation, or dispute concerning the Account.

44. **Right to Discontinue Program.** We reserve the right, in our discretion, to discontinue our Account program and related services without prior notice unless longer notice is required by law.

45. **Account Transfer.** You may not transfer, assign or pledge your Account as security or collateral. We may transfer your Account or assign or delegate any or all of our rights and responsibilities to any third party, without notice to you.

46. **Legal Power of Attorney.** Authorizing someone else to act in your place with respect to your Account under a Legal Power of Attorney is acceptable, provided it is permitted by law and further provided: (1) there is express language in the Power of Attorney, in proper legal form and in full force and effect, authorizing another person to act for you; (2) the nature of the authority granted is specific as to banking transactions or otherwise authorizes access to your Account; and (3) the Power of Attorney is either an original or a certified copy of the original document(s). Upon receiving an acceptable Power of Attorney, we may rely on it as valid and in force unless and until written notice of its revocation or termination is actually received by us. Under certain circumstances, additional information or documentation concerning the appointment, revocation, or termination of a Power of Attorney may be required.

47. **Authorized Signer.** Authorizing someone else to act in your place with respect to your Account as an authorized signer is acceptable, provided it is permitted by law, your Account includes the ability to have an authorized signer, and further provided that the authorized signer has been indicated on your application form, via online banking, or on a supplemental authorized signer form that has been provided or approved by us, and you accept the terms provided on the form.

48. **Attachments, Levies and Garnishments.** If we incur any expense including, without limitation, reasonable attorney fees and costs of litigation, in responding to an attachment, garnishment, or other levy that is not otherwise reimbursed, we may charge such expenses against your Account without prior notice to you.

49. **Changes to This HSA Agreement.** We reserve the right to change the terms of this HSA Agreement from time to time and you agree that any such changes will be binding upon you, as permitted by law. If a change will adversely affect you, we will send notice to you at the last address shown on our records, or electronically if you have opted in to receiving electronic notices, before the effective date of the change. Unless otherwise required by law, notice of any change may be given by posting the change on the member portal. Any amendment will become effective on the date stated in the amendment; provided that HSA documentation will be amended automatically to comply with any change in the Code, or other laws, as of the effective date of the change.

Q. Substitute Checks

For faster processing, federal law permits banks to use substitute checks. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." Some or all of the checks may be substitute checks. You may use a substitute check as proof of payment just like the original check.

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account. The losses you may attempt to recover under this procedure may include the distribution amount from your Account and fees that were charged as a result of the distribution and are limited to the amount of your loss or the amount of the substitute check. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. You must contact us within 40 calendar days of the date that we mailed or otherwise provided the substitute check in question. Once the claim is received you will receive a refund within 45 calendar days. We may reverse the refund if we later demonstrate that the substitute check was correctly posted to your Account.

To file a claim if you believe that you have suffered a loss relating to a substitute check that was posted to your Account, contact us at: HSA Bank, 909 N 8th Street, Suite 200, Sheboygan, WI 53081-4056 or askus@hsabank.com. Your claim must include: a description of why you suffered a loss (for example, you think the distribution was incorrect), an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss, a copy of the substitute check and/or the following information to help us identify the substitute check: Identifying information, for example, the check number, the name of the person to whom you wrote the check and the amount of the check.

R. Wire Transfers

If you use our wire transfer service and request nonrecurring fund transfers, the following terms and conditions will govern all transactions for our acceptance and processing of your fund transfers, payment orders, credits and related requests. HSA Bank will not initiate or receive wire transfer requests for you unless you have an active Account relationship with us. Wire transfers will be governed by the laws of the State of Connecticut, including Article 4A of the UCC. Unless otherwise defined, the terms used herein will have the same meaning as defined in Article 4A of the UCC. Notwithstanding the foregoing, to the extent that Federal Reserve Regulation J governs some aspects of Fedwire transfers and New York Clearing House Interbank Payment Systems ("CHIPS") rules govern some aspects of CHIPS transfers, those respective rules will control.

50. Authorization and Security Procedure. We have established rules and security procedures for you to initiate and receive funds transfers from your Account. You must confirm your identity in a manner acceptable to HSA Bank to place a payment order. You agree that this security procedure is commercially reasonable in view of the type, value and frequency of the payment orders you request. We may, in our discretion, adopt additional security procedures. You are responsible for the accuracy of the information in the payment order and for the completion of the form, and we are entitled to rely upon the content thereof.

51. Instructions or Changes. By complying with our authorization and security procedure, you authorize and direct us to debit your Account and transfer the funds. We may handle payment orders received from you and other customers in any order selected by us, unless otherwise instructed by you and agreed to by us. The transfer of funds may be affected through any one, or a series of, correspondent banks of the beneficiary's bank in a manner deemed most appropriate and effective by us or by any other bank participating in the funds transfer. If you as the originator of the payment order require us to use a specific intermediary bank and the intermediary bank fails, you agree that you will nonetheless be obliged to pay your payment order and we will have no liability for any loss resulting from the failure of the intermediary bank. We will have the maximum protection afforded under applicable law in the event of a failure of a bank that is a party to a funds transfer.

52. Canceling or Amending an Order. We are not obligated to attempt to cancel or amend a payment order. If we elect to attempt to cancel or amend an order, the rules below apply. By requesting cancellation or amendment of a payment order, you realize that you may be liable under the UCC and agree that you accept such liability. Any communication seeking to cancel or amend a payment order will not be effective to cancel or amend the order unless (1) the communication is in writing and presented in the same manner in which the payment order was placed, and (2) either (a) HSA Bank and all other receiving banks, including the beneficiary's bank, have a reasonable amount of time to respond before the order has been accepted, or (b) HSA Bank and all such other banks agree to the cancellation or amendment and such amendment or cancellation is allowed by law.

53. Complete Discretion to Accept or Reject Orders. We may, in our sole discretion and without liability of any kind to you, accept or reject any payment order requested. We will make reasonable attempts to provide you with a notice of rejection as soon as reasonably possible. If we receive a payment order from a third party for which you are the intended beneficiary, we have no obligation to accept the payment order, unless we have agreed with you to accept the order or we are bound by a funds transfer system rule or by law to do so.

54. Cutoff Time. We will make reasonable efforts to execute orders on the same funds transfer business day. An order must be received by us before the applicable cutoff time on that funds transfer business day in order to make a "same-day transfer" possible. We do not guarantee the funds transfer transaction will be completed on the same funds transfer business day. For domestic funds transfers our "funds transfer business day" is that part of a business day prior to 2:00 PM, Central, Monday through Friday, that we are open for processing and transmittal of wire transfer payment orders and other communications relating to payment orders. International funds transfers are not available.

55. Identifying Numbers Supersede Identified Names. If there is any inconsistency in a payment order between an identifying number and a name given in the payment order, we may use the identifying number in executing the payment order without verifying that the number is correct. You expressly acknowledge that when a payment order identifies a beneficiary, beneficiary's bank, or intermediary bank inconsistently by name and an identifying number, payment may be made by the intermediary or beneficiary bank on the basis of the identifying number, even if the identifying number identifies a person or entity different from the named beneficiary in your payment order. Your obligation to pay the payment order shall not be excused by your error. **HSA Bank and other banks accepting the orders are not required to check or verify any identifying or account number given by you with any name given.** You agree, therefore, that HSA Bank and others may rely on identifying or account numbers that you provide to us.

Notification of Discrepancy and Refunds. You agree to examine your receipt or Account summary, as applicable, and give us prompt notice of any error or discrepancy. Unless prohibited by applicable law, in the event that the beneficiary does not receive payment of the transfer and you are entitled to a refund, we will refund the amount to you upon our receipt of the returned funds, less any expenses associated with the recovery. We will notify you of a refund as soon as reasonably practical.

S. LIABILITY. THIS PROVISION IS IN ADDITION TO THE SECTION ENTITLED "LIMITS OF LIABILITY." WE WILL NOT BE LIABLE FOR ANY ERROR, DELAY OR DEFAULT ON OUR PART OR ANY THIRD PARTY USED BY US IN THE EXECUTION OF ANY TRANSFER OR RELATED ACT, EXCEPT TO THE EXTENT SUCH LIABILITY IS REQUIRED BY LAW AND CANNOT LEGALLY BE VARIED OR WAIVED BY THIS AGREEMENT. IN NO EVENT WILL ATTORNEY FEES BE RECOVERABLE WITHOUT FIRST MAKING DEMAND FOR, AND THEN BEING REFUSED, RECOVERY. YOU AGREE THAT YOU HAVE WAIVED OUR LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY LAW. WE WILL NOT BE RESPONSIBLE FOR YOUR ACTS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL, OR DUE AUTHORIZATION OF ANY PAYMENT ORDER RECEIVED FROM YOU) OR THOSE OF ANY OTHER PERSON, BENEFICIARY OR INTERMEDIARY OR BENEFICIARY'S BANK (INCLUDING, WITHOUT LIMITATION, THE RETURN OR REJECTION OF A PAYMENT ORDER BY SUCH BENEFICIARY'S BANK), AND NO SUCH PERSON WILL BE DEEMED TO BE OUR AGENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, WE SHALL BE EXCUSED FROM FAILING TO ACT OR DELAY IN ACTING IF SUCH FAILURE OR DELAY IS CAUSED BY LEGAL CONSTRAINT, INTERRUPTION OF TRANSMISSION OR COMMUNICATION FACILITIES, EQUIPMENT FAILURE, EMERGENCY CONDITIONS OR OTHER CIRCUMSTANCES BEYOND OUR CONTROL.

T. Interest. You agree that in the event we become liable to you for the payment of interest as the result of a complete or incomplete funds transfer, interest will be paid at the lowest rate of interest then being paid on contributions by us.

U. Contact the Federal Trade Commission's Identity Theft Hotline Toll-free at 1-877-ID-THEFT (438-4338) or 1-866-653-4261 (TTY). The Federal Trade Commission enters the information into a secure consumer fraud database and shares it with local, state and federal law enforcement agencies.

Part IV. BENEFITS CARD AGREEMENT

This Benefits Card Agreement ("BC Agreement") sets forth the terms and conditions that govern your use of the HSA Bank® Benefits Card (the "Card"). Please read this BC Agreement carefully and keep it for your records. For more information regarding any term, please call the number on the back of your Card.

A. Your Agreement. By signing, using or permitting another person to use your Card, you agree that the terms and conditions in this BC Agreement apply to all transactions involving your Card, and that your Card-related rights and obligations are governed by this BC Agreement. HSA Bank and your Employer each may enforce the terms of this Agreement.

B. Definitions. As used in this BC Agreement: "We", "us", "our" and "HSA Bank" mean HSA Bank®, a division of Webster Bank, N.A. the issuer of the Card pursuant to a license from VISA Inc or Mastercard International Inc., as applicable ("The Brands").

"Business Day" means Monday through Friday, except Federal holidays.

"Card Balance" means the funds in the cash balance portion in your HSA that are not invested and/or in the PLAN (if applicable) that are accessible through the use of your Card, subject to any limitations set forth in this BC Agreement or other documentation provided to you in connection with your HSA and/or the PLAN (if applicable).

"Employer" means your employer or the company who sponsors your HSA, FSA or HRA.

"HSA" means the Health Savings Account established at HSA Bank.

"Member Website" means an online portal we may make available to you for information about your PLAN.

"PLAN" means your Flexible Spending Arrangement ("FSA") and/or Health Reimbursement Arrangements ("HRA") sponsored by your Employer.

"PLAN Account" means one or more arrangements maintained for administrative purposes by or on behalf of your Employer that are used to match your Card transactions to the appropriate available benefit under your PLAN. PLAN Accounts are not bank accounts or consumer asset accounts maintained in your individual name.

"PIN" means a personal identification number you may be able to use with a Card at certain Merchants as an alternative to signing a transaction receipt.

"Qualified Medical Expenses" (QME) means purchases from health care providers, retailers, and pharmacies (collectively "Merchants") of goods and services that are considered to be "qualified medical or other expenses" under the terms of the PLAN for your FSA and/or HRA and under the terms of the Internal Revenue Code and other applicable law for your HSA (if applicable).

"You" and "your" mean each individual person who requests and receives a Card or who is authorized to use a Card.

C. Use of The Card. We may choose in our discretion whether to issue you a health benefits debit card. Your Card is provided solely for use in connection with QMEs. Each time you use the Card you agree:

56. To use only as instructed and for authorized purposes.

57. When accessing Card Balance in the HSA and/or PLAN benefits, such use will be considered a certification to us and your Employer that the Card is only being used for QMEs for which you have not and will not seek reimbursement under any other plan covering the same benefits.

58. To IMMEDIATELY report to us any loss, theft, disappearance, or known or suspected unauthorized use of the Card and

59. We may place a hold on the funds available in your account that may be necessary to cover transactions. The hold will be in the amount of the transaction request that has been submitted by the Merchant for authorization. Held funds will not be available for distributions during the period the hold is in effect. Generally, the hold will be in effect for no more than 7 business days. Your Card will be in the same name you provided to us or your Employer at the time you enrolled in the PLAN or your HSA. Each time the Card is used to access PLAN benefits, your Employer or HSA Bank on behalf of your Employer (a) will determine whether the requirements of this BC Agreement and the PLAN have been met, and (b) may request that you provide documentation for Card transactions to confirm if a transaction was for QMEs. If such request is made, you agree to provide itemized receipts or other supporting documentation for Card transactions. If you do not provide the supporting documentation within the time requested, such Card transactions may be deemed non-QMEs, in which case you will be required to reimburse the PLAN for these amounts and your use of the Card may be suspended. If you do not reimburse the PLAN, your Employer may, to the extent allowed by applicable law, withhold the amount from your pay, offset the amount from future claims, or otherwise treat the amount as indebtedness owed to the Employer or the PLAN.

D. Limits on Card Use

60. Limited Point-of-Sale (POS) Purchase Use – The Card is restricted to work only at certain eligible Merchants and may also be restricted to work only for certain types of eligible purchases. We reserve the right to change the Merchants at which the Card may be used at any time, and to change the types of purchases for which the Card may be used, without notice. The Card may not be accepted or used at every location that accepts The Brands cards. If we receive a Card transaction for processing that appears to include both eligible and ineligible expenses (based on inventory information received by us from Merchants for processing), we may at our discretion choose to disapprove the Card transaction or, alternatively, approve only the portion of the Card transaction that appears to include eligible expenses (in this case you will be required to pay the Merchant the disapproved portion by other means).

61. Lost or Stolen – We have the right to refuse a transaction on your account when your debit card has been reported lost or stolen or when we reasonably believe there is unusual activity on the account.

62. Preauthorized POS Card payments – You may agree with an eligible Merchant to pay for certain eligible expenses on an automatic, regularly recurring (preauthorized) basis using your Card. If you have made such an arrangement, you are responsible for notifying the Merchant (1) if your Card number or expiration date has changed, or (2) if your Card is terminated, expired or suspended, or (3) when you want to stop the recurring POS Card payments. In addition, we may provide the Merchant your new Card number or expiration date (or both).

63. The Card does not enable, involve or permit any extension of credit. You agree to reimburse us immediately upon demand for any Card transactions that exceed the available amount of funds in your Card Balance.

64. Cash Distribution – If your Account includes the ability to make an ATM cash Distribution, you may use your health benefits debit card to make a distribution up to the daily limit at an ATM with your PIN. When you use an ATM to request account balance information you may be charged a fee by the ATM operator and/or any network used.

65. No Contributions – The Card may not be used to contribute funds to your PLAN Account or HSA.

66. Card Transactions Are Processed Through The Brands network or other networks we choose – Card transactions must be submitted by a Merchant for processing to the Brands settlement system (also referred to as The Brands network) or another network we choose. Card transactions may be authorized by you in person (by presenting the Card to a Merchant), by telephone or in writing (by giving the Merchant the Card number and other related information over the telephone or in writing), or online (using a Merchant's website to authorize a Card transaction). Each Card transaction constitutes your request that the applicable PLAN Account and/or HSA be debited in an amount equal to the amount of the Card transaction, and that such sum be transferred through The Brands network or another network we choose to the Merchant at which your Card transaction was made. We are authorized to pay and settle Card transactions and to charge your HSA and/or applicable PLAN Account when we follow the instructions of your Employer, even if a Card transaction was not for the payment of a QME.

67. Foreign Transactions – Foreign Transactions are transactions completed outside the United States through your Account. All debits to your Account will be posted in U.S. dollars. Transactions made in a foreign currency are converted into U.S. dollar amounts. The Brands, use their current currency conversion procedure and rate. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect the day before the transaction processing date. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or periodic account posting date.

68. Available Funds and other restrictions – The total amount of Card transactions is limited by the amount of funds available in your HSA and/or Plan Account. Even if you have a sufficient balance in your HSA, FSA or HRA, we may reject a Card transaction if your Employer has not transferred sufficient funds to us to pay for any Card transaction.

E. Receipts for Card Transactions. You are solely responsible for substantiating that a Card transaction is a QME and maintaining such records.

F. Disclosure of Information to Third Parties. We may disclose information to third parties about your Card Balance and Card transactions under the following circumstances: to your Employer and our service providers where necessary for PLAN operations or for completing Card transactions; to verify the existence and condition of your Card Balance for a Merchant; to comply with orders of government agencies or courts; if you give us your written permission; to protect against potential fraud or other crimes; or when otherwise required or permitted by law.

G. Our Liability for Failure to Complete a Card Transaction. If we do not complete a Card transaction on time or in the correct amount according to the terms and conditions of this BC Agreement, the PLAN and related agreements, we may be liable for your actual losses or damages directly attributable to our error. However, there are some exceptions. We will not be liable if: (a) Through no fault of ours, your Card Balance does not have sufficient available funds accessible by your Card to cover the transaction; (b) Your Card is suspended, expired or terminated for any reason (whether by the Employer, us or you); (c) The POS terminal or any applicable networks are not working properly; (d) Circumstances beyond our control (such as fire or flood) prevented the completion of the Card transaction; (e) We or the Employer believes the transaction is for non-QMEs, or is otherwise ineligible under the terms of this Agreement or the documentation for your PLAN Account; or (f) There may be additional exceptions, based on applicable law and the terms of the PLAN, this BC Agreement and (if applicable) the Custodial Account Agreement.

H. Limitations on Our Responsibilities. Subject to requirements imposed by applicable law, you agree that we are not responsible or liable for any property loss or damage or other loss, injury or harm resulting directly or indirectly from: (a) your misuse of a POS; (b) mechanical, electrical or operational failure of a POS terminal or its support facilities; or (c) other circumstances reasonably beyond our control; or (d) failure to complete a Card transaction because we are no longer providing Card-related services for your Employer's PLAN.

I. Disputes with Merchants. You agree that we are not liable for any disputes or claims that you may have with or against a Merchant in connection with the quality, quantity, performance or delivery of any goods or services paid for in whole or in part with a Card. You are responsible for resolving with a Merchant that accepts the card all disputes concerning the quality of goods and services purchased.

J. Termination or Suspension of Card. Your Card will expire on the expiration date indicated on the Card. We may terminate or suspend your Card and related privileges at any time, in our sole discretion, without advance notice, even if the Card has not expired. You agree that upon termination, suspension or expiration of your Card or Card privileges, (a) You will not use your Card to perform or permit or authorize anyone else to perform, any further Card transactions; (b) You will destroy your Card immediately upon request; and (c) If, notwithstanding your agreement, any Card transactions are performed after expiration, suspension or termination of your Card privileges, you shall remain liable and responsible under the terms of this BC Agreement.

K. Limit Your Liability. You agree to protect your Card and PIN and sign the signature panel on the back of your Card immediately upon receiving it. You agree not to reveal your PIN to anyone and not to write your PIN on your debit card or on any item kept with your debit card. If you give your debit card and PIN to another, then that person's transactions will be considered authorized until you give us contrary notification. If someone uses your Card or Card number without your consent, you agree to give us a written sworn statement detailing the wrongful use and help us in investigating the circumstances. The statement will be in the form prescribed by us and completed by you. We do not have to credit you for your losses before you give us the required statement.

L. Plan Account History. A summary of your PLAN Account claims history will be sent or made available to you online. You agree to examine the history carefully and reconcile your PLAN Account. You agree to contact us immediately about any error or problem with a PLAN Account history. This examination of your PLAN Account history is called exercising "Reasonable Care." If you fail to exercise Reasonable Care in examining your history or fail to report forgeries, alterations or errors of any kind to us within 60 days after we send you or make available the FIRST summary in which the problem or error appeared, you waive any and all claims based on such matters. We use automated systems in the processing of certain items in order to handle a high volume of items. You agree that, to the extent that such systems are comparable to those used in general PLAN Account Administration practices, their use constitutes ordinary care, and we will not be liable to you for forgeries, alterations or other discrepancies not detected by such systems. We will not be liable for losses due to a forgery or an alteration that is of a nature that a bank or PLAN Account Administrator could not be reasonably expected to detect the fraud, or for forged or altered items if the forgery or alteration arose from your negligence.

M. Notices. We may mail to you or post important notices and information about the Card and this BC Agreement on the Member Website, including (for example) notices about changes to this BC Agreement. If we are required or permitted by applicable law to send you a notice or other communication, including periodic summary Card transaction information, you agree that any such notice or other communication shall be considered effective when the notice or communication is sent to the most recent e-mail address the Employer or HSA Bank has in its records for your PLAN or HSA purposes, or when mailed postage prepaid to you at your most recent mailing address appearing on our records for the Card Balance or HSA (unless the notice or other communication specifies a later effective date). You also agree that we and the Employer may notify each other about changes to your e-mail or postal mailing address for PLAN and PLAN Account purposes. If any summary Card transaction information or other notice or communication is returned to us because of an incorrect address, we may stop sending them to you until you update your address. You may update your email and postal mailing address for purposes of this BC Agreement by notifying us at: askus@hsabank.com.

N. Amendments. We may change and add to the terms and conditions of this BC Agreement at any time. Unless otherwise required or permitted by applicable law, we will provide at least ten (10) calendar days advance written or electronic notice to you of changes to this BC Agreement. Changes will be effective: (a) immediately if necessary for security reasons; or (b) on the effective date described in the notice that is sent or otherwise provided to you as described in this BC Agreement unless you and we agree to an earlier date. Also, this BC Agreement may be changed or terminated without notice if necessary to comply with applicable law. By using your Card after the effective date of any change, you agree to the change. This BC Agreement will also be terminated if we no longer provide Card-related services for your Employer's PLAN or for your PLAN Account.

O. Miscellaneous.

69. Captions and headings used in this BC Agreement are for convenience and reference purposes only and are not to be used to interpret or limit the meaning of the terms or conditions of this BC Agreement. The use of the singular in this BC Agreement includes the plural, and vice versa.

70. If any provision of this BC Agreement is determined to be invalid, illegal, or otherwise unenforceable by a final, nonappealable decision of an arbitrator or a court having jurisdiction, that determination will not affect any other provision of this BC Agreement. The invalid provision will be severed from this BC Agreement and all remaining provisions will continue to be enforceable by their terms and of full force and effect.

71. No waiver of any provision of this Agreement by HSA Bank or the Employer, and no consent to any action or inaction by HSA Bank or the Employer, shall constitute a waiver of any other provision of this BC Agreement or consent to any other action or inaction. No waiver or consent by HSA Bank or the Employer shall constitute a continuing waiver or consent, or obligate HSA Bank or the Employer to provide a future waiver or consent.

72. Provisions in this BC Agreement that require or allow certain actions to occur or to be taken will remain in effect after this BC Agreement has been terminated

73. For automated Card Balance information, assistance with lost or stolen Cards, or other Card-related problems and inquiries, call the number on the back of your Card or shown on the Member Website.

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