



Health Savings Account (HSA) Custodial Agreement

Custodial Agreement

Thank you for selecting Acclaris, Inc. and the Acclaris Health Savings Account. Acclaris, Inc., a Willis Towers Watson company (“Acclaris,” “Custodian,” “us,” “our,” or “we”), is the health savings account custodian for your HSA and/or Benefit Plan Administrator, and is a registered non-bank custodian with the US Department of the Treasury- Internal Revenue Service (our Notice of Acceptance Letter is available at www.viabenefitsaccounts.com). Your HSA (“HSA” or “HSA”) has been approved and is established. You and the Custodian agree to be bound by the terms of this Health Savings Account Custodial Agreement (“Custodial Agreement” or “Agreement”) in connection with the administration of your HSA and understand this is a legal contract between you, as the Account Holder, and us, as the Custodian.

This Custodial Agreement may be amended from time to time including attachments, addendums, or other exhibits that are distributed along with the Custodial Agreement or by the Custodian. If there are any conflicts between this Custodial Agreement and any other documents provided to you by us or any agent of the Custodian, the amended Agreement will control.

The Account Holder (also referred to as “you”) is establishing this HSA for the purpose of paying or reimbursing qualified medical expenses for the Account Holder, his or her spouse, and dependents as defined in Internal Revenue Code (“Code”) Section 223(d) with us as the Custodian of the HSA.

ARTICLE I. Establishment of HSA

1.1 Eligibility for an HSA

- 1.1.1 You are responsible for determining if you, as the Account Holder, are qualified as an eligible individual as defined by IRS Code 223(c)(1). We, as the Custodian, are under no obligation to investigate or inquire on the status of your eligibility; it is your sole responsibility to determine if you are eligible for an HSA.
- 1.1.2 You understand and represent that by applying for this HSA (other than as a rollover from another HSA or IRA), you are eligible to contribute to this HSA. You, the Account Holder, represent that you (1) are covered under a high deductible health plan (HDHP); (2) are not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventative care and limited types of permitted insurance and permitted coverage); (3) are not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person’s tax return.

Because this Agreement is considered a binding legal agreement that governs the HSA with particular tax consequence, including potential unfavorable consequences in the event of the improper or mistaken establishment or use of the HSA, we recommend that you review the Agreement with a qualified tax advisor or legal counsel.

1.2 Establishment of HSA and Effective Date

- 121 You as an individual or someone on your behalf, such as your Employer or Plan Administrator, may establish an HSA with us. Upon receiving all required information from you or your Employer/Plan Administrator, we will commence the application process by first performing the necessary security checks required to open an HSA. If you are approved, you will receive a welcome kit, either through postal mail or via electronic mail, which will contain a copy of the Custodial Agreement (or a link to where the Custodial Agreement is located on the website (the “Consumer Website”) listed in the welcome kit), any disclosure statements, the fee schedule, and any other documents regarding governing or managing the HSA. By virtue of establishing and maintaining this HSA with Acclaris (whether by you or someone on your behalf), you agree to be bound by the terms and conditions of the Custodial Agreement with Acclaris for so long as you maintain this HSA.
- 122 Your HSA with us will be established based on completing all security checks and receipt of initial contribution. An HSA will only be opened if and when you satisfy all security vetting requirements and funds are deposited to the account in your name. The date the HSA is established by the Custodian may be different from the legal established date for personal tax purposes and you should contact your tax advisor or legal counsel regarding any questions pertaining to the established date of the HSA.
- 123 You understand and agree that, as the Custodian administering your HSA, we may make any inquiries we consider appropriate to verify your identity with regards to the requirements set forth by the USA Patriot Act or other guiding legislation or regulations, and we may decline to establish or maintain your HSA in the event we believe such guiding legislation or regulations so requires. This may include security checks, employment verification, credit reports or other checks to ensure we are following appropriate legislation and regulatory guidelines for establishing or closing an HSA.
- 124 You, as the Account Holder, understand and warrant that the information you provide to us as the Custodian or to your Plan Administrator or Employer is accurate and you understand that we will rely on this information to initiate the appropriate security checks to allow us to initiate the process of establishing your HSA.
- 125 We are not required to determine the validity of any receipts, notices, or other information provided to us as part of, or pursuant to, this Custodial Agreement.
- 126 If you, as the Account Holder, have provided the Custodian an electronic signature, then you agree that the Custodian may use that signature to provide authorization of account activities including withdrawals, third party transfers, change of name, or address requests. The Custodian is not required to obtain the member’s physical signature for any other purpose, except as may be required by law.

1.3 Fees

- 1.3.1 As the Custodian we reserve the right to modify, impose, or adjust fees as set forth in the Fee Schedule. Failure to pay fees may result in rejection or delay the establishment of the HSA.

1.4 Account Types

- 1.4.1 As the Custodian, we offer access to a variety of HSA product alternatives. There are products which are cash only, cash with an optional investment component, and products that are all-inclusive. After we establish your HSA, any contributions will be deposited in a cash account and the account will be associated with you as an individual and your social security number. This account will be termed the “Cash Account.” If you have a product that allows for investments, you may be able to invest funds from your Cash Account into an “HSA Investment,” assuming the minimum requirements for investing have been satisfied. Your HSA may also have an interest component that allows you to earn interest on the assets in your Cash Account. For more information regarding interest earned on your Cash Account, assuming this is included as part of your HSA, please see the Consumer Website. Interest rates are set by us in our sole discretion based on market conditions, account type, and account balance, and are subject to change. We will provide you with notice of any change in the interest rates by posting the revised interest rates on the Consumer Website.
- 1.4.2 Interest is calculated daily based on the account’s balance. Interest for that month is posted on the first business day of the following month. If you have an HSA that offers interest tiers, the interest calculations will be based on the amount in each tier and the interest amounts from each tier will be added together to reach that month’s interest earned. If your HSA is closed prior to the interest posting date, no interest will be posted to any closed HSAs.

1.5 Our role as the HSA Custodian, Powers, Duties and Limits Thereon

- 1.5.1 As the Custodian of your HSA, we hold the funds in your HSA on your behalf. The responsibility of each party is detailed in this Custodial Agreement and unless otherwise agreed to by us in a separate agreement, we are not required to perform any additional services that are not specifically detailed in this Custodial Agreement. As such, you authorize us to act without further inquiry in accordance with any written or oral instructions transmitted either by phone or written instruction by you or anyone you legally authorize to conduct business on your behalf or to act with respect to your HSA, assuming the act is consistent with our standard procedures. You agree to indemnify us and hold us harmless for any consequence arising from such acts.
- 1.5.2 In addition, you hereby authorize and empower us, as Custodian, to do the following:
 - 1521 We, as the Custodian, will hold funds received from you, an Employer or Plan Administrator, or other sources such as other HSA transfers or rollovers on behalf of the Account Holder of the HSA. The Cash Account will hold assets of the HSA with exception of investments that are maintained in the “Investment Account,” assuming that an Investment Account is a component of the your HSA, consistent with the terms of this Custodial Agreement and direction provided by the HSA Holder.
 - 1522 To deposit funds held in the Cash Account in one or more aggregate accounts established for the benefit of all of our HSA Holders at a Federal Deposit Insurance Corporation (FDIC) insured financial institution of our choosing. The interest rate we pay you will be disclosed to you on the Consumer Website and/or (where applicable) in periodic account statements. We reserve the right in our sole discretion to change the rate of interest we credit on HSA balances we hold at any time and to prospectively establish and apply different rates of interest depending on the amount of balance and account type. We will receive compensation in connection with aggregate Cash Account balances we deposit. You are entitled to interest on your Cash Account as specified herein, but otherwise not to any portion of the compensation we may receive in connection with the accounts in excess of calculated interest amounts we pay you. Such compensation retained by us will not exceed the U.S. Federal Funds Rate, plus 1%.

ARTICLE I. Establishment of HSA (cont.)

- 1523 Investment of HSA Balance. You authorize us to enter into one or more arrangements with unaffiliated trust companies, broker-dealers, investment advisers, financial advisers and record-keepers (collectively, "Investment Providers") to give you access to a variety of self-directed and self-managed investments for your HSA. If your HSA balance meets minimum requirements that we set, then you may elect to use any of these available investment options by agreeing to additional terms and conditions relating to the use of the investment options, including but not limited to approving the additional fees and compensation the Investment Providers may charge, share or receive in connection with your use of these arrangements. You agree that you have the sole and exclusive right to direct the investment of your HSA balance in excess of any threshold we may establish from time to time in the available investment options. You agree that we have no investment discretion to act on your behalf. We will not provide you with any ongoing investment advice. If you invest, we are not responsible or liable for any investment decision you make or any investment loss you may suffer. We are not responsible for any loss that results when we do not act because you did not direct us to take an action. If we receive an investment instruction from you that we do not understand, we will make reasonable efforts to contact you promptly in order to clarify your instruction; however, pending clarification, we will hold your contribution uninvested without liability for loss of income or appreciation and without liability for interest or dividends or for market losses.
- 1524 We as the Custodian are authorized to sell funds from your Investment Account to cover fees or overdrafts without any investment responsibility on the part of the Custodian. Such liquidation will occur on a pro-rata basis unless some other basis is set forth in the Investment Account terms and conditions.
- 1525 To reinvest dividends paid from your Investment Account in the same fund which initially paid the dividends.
- 1526 To collect income that may be generated from interest in the Cash Account or income generated from the Investment Account. In either case, the income generated and collected in these accounts can be used to make payments, disbursements, or distributions from the HSA Cash Account as may be directed by the Account Holder or designated representative as defined in this Custodial Agreement and other supporting documents that are distributed along with the Custodial Agreement.
- 1527 To perform any acts, which we may deem necessary or appropriate to properly and correctly administer the HSA or accounts, such as Investment Accounts, that are associated with the HSA, including correcting errors made by your Employer, your Plan Administrator, or us, as the Custodian of your HSA.
- 1528 If amounts are mistakenly contributed to your HSA due to an administrative or processing error of your Employer or your Employer's HSA Plan Administrator, you agree to allow these types of corrections to be resolved without consent from you unless otherwise specifically required by applicable law.
- 1529 To request documentation or certifications deemed appropriate, within our discretion, to verify an HSA application or establish the HSA or to verify dependent or beneficiary information. Also, the same applies for the situation upon death of the Account Holder, in the condition where assets would be distributed to the Account Holder's estate.
- 15210 To release information or documentation to any taxing authority, beneficiary or qualified representative or other payee and require indemnification from such payee, as may be necessary for our protection against tax liability.
- 1.5.3 Consistent with the foregoing, you acknowledge and agree that the exercise of our rights and duties as Custodian of your HSA (as described in this section 1.5) will not cause us to be a "fiduciary" with respect to any funds in your HSA within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and any regulations promulgated pursuant thereto, including, without limitation, final regulations promulgated by the United States Department of Labor. In furtherance of the foregoing, we confirm that we, as Custodian of your HSA, make no decisions or recommendations with respect to any investment options for the funds held in your HSA.

1.6 Prohibited Transactions

- 16.1 Code Section 4975 and Section 406 of ERISA provide guidance around transactions that are prohibited. By agreeing to this Custodial Agreement, you agree to not direct us to engage in any activity that violates any of the aforementioned statutes or any related regulations. By providing us direction on your HSA or HSA Investment Accounts, we are under no obligation nor do we have any obligation to inquire whether the actions provided by you or your designated representative are prohibited by the Section 406 of ERISA or Code Section 4975, or any related regulations to these statutory provisions. If we know that the action requested by you is in violation of Section 406 of ERISA or Code Section 4975 or any regulations related to these statutes, we will notify you that the actions requested are in violation of these statutes or related regulations. You also understand that any misuse of your HSA, for example, using it to pay for ineligible health expenses or as security or collateral of a loan, may have adverse tax impacts and we are not liable for any tax implications based on such misuse or ineligible transactions that may impact your personal taxes.

1.7 Confidentiality and Privacy

1.7.1 Confidentiality

- 1.7.1.1 We are completely dedicated to keeping our Account Holders' information protected and confidential. We believe in maintaining the confidentiality of our Account Holders' information that we may need to collect during the enrollment process or through the process of administering the HSA or Investment Account. We, as Custodian, will maintain the security and confidentiality of your information to allow for the preceding circumstances when necessary to help administer the HSA, provide relevant services and comply with applicable laws, regulations and IRS guidance.

1.7.2 Personal Information

- 1.7.2.1 We, as the Custodian, understand our Account Holders expect us to take commercially reasonable precautions designed to keep your personal information secure and to handle it with due care. We will not disclose any non-public information about your HSA or Investment Account, except when necessary to comply with applicable laws and regulations, and guidance of the IRS or the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. This includes credit card information, account balance, or any account transactions without consent from you as the Account Holder or your designated representative. If your account is administered by another party, for example, your medical health plan, Benefit Outsourcing Company (BPO), third party administrator (TPA) or directly by your Employer, by providing your information to these administrators, you understand that these administrators will have access to certain account information as negotiated by your Employer and the administrator. If your Employer provides benefits to you through an administrator, you understand and acknowledge that this information may be shared with the administrator.

1.7.3 Privacy Statement

- 1.7.3.1 For more information regarding our standard privacy statement, please visit the Consumer Website or the privacy statement that is included with the welcome kit you receive when your HSA is approved and opened by us.

1.7.4 Security and Account Holder Responsibility

- 1.7.4.1 You, as the Account Holder, acknowledge and agree that you are responsible for maintaining the privacy, secrecy and security of your log-in credentials (including user name, password, and any access code, whether created by you or issued by us) to access and utilize the Consumer Website and any other website or portal that we or our contractors may provide to manage your HSA or for other purposes. You acknowledge and agree that you will be solely responsible for all transactions occurring as a result of using such log-in credentials, including but not limited to credits and debits to your HSA, or changes to your HSA profile. In the event that we or our contractors, in our sole discretion and for any reason, become concerned that activity associated with your HSA is suspicious, or that the security of your HSA has (or may) become compromised, you acknowledge and agree that we may suspend or freeze your HSA, to the extent consistent with the Internal Revenue Code Section 223, until such time as we can confirm the security of your HSA and the validity of any changes to or transactions through the HSA.

ARTICLE II. Deposits and Contributions

2.1 General Contributions

- 2.1.1 These contributions can be made by you as the HSA Holder or by anyone else on your behalf including your Employer or Plan Administrator. We will, by standard practice, not accept any contributions that exceed the family coverage plus catch-up contribution limit. In the event the account is over-contributed (by intent or mistake), by you or anyone else, we will notify you of the over-contribution status and request your direction to correct the excess contribution. If you do not provide direction on how the over-contributed funds should be returned, the funds may stay in the account as over-contributed funds and may have tax implications to you, the HSA Holder. We also reserve the right to refuse, limit, or return contributions received for deposit to correct errors, and to return funds that should not have been contributed to your HSA. We accept no obligation to monitor the validity of contributions made by you, your Employer or anyone else contributing to your HSA.
- 2.1.2 Contributions for current year and prior year may be made any time before the deadline for filing the HSA Holder's federal income tax return for that year (assuming no extensions). Please consult your tax advisor for any tax deadlines for contributing to your HSA.
- 2.1.3 If contributions are made by you or anyone else to your HSA, and if the deposited item is returned to us for any reason, we reserve the right without question to charge back the returned funds against your HSA without notice to you; regardless of the institution that it was drawn from originally, if the items were paid before determining that they should not have been paid, or whether the return was made in a timely manner. We will not pay interest on any excess contribution made by intent or in error.
- 2.1.4 One time per life, you are allowed to take distributions from an Individual Retirement Account (IRA). This type of rollover or distribution must be completed by using a trustee-to-trustee transfer and this rollover is subject to the maximum contribution limits set by the IRS.

ARTICLE II. Deposits and Contributions (cont.)

- 2.1.5 Contributions received during non-business days or after normal business hours will be considered made on the next business day. Business days exclude Saturday, Sunday, and all federal or banking holidays.
- 2.1.6 Deposits made by check and delivered to us via mail will be made available after the check has cleared the standard bank clearing house and we are notified that funds are in good order. You understand that it is your responsibility to include proper information with your check deposits made via mail. The deposit must include a pre-printed deposit slip with the account number and that same account number should be included on the check itself. Without appropriate information, additional fees for deposit research may be assessed to the Account Holder.

2.2 Contribution Limits

- 2.2.1 Contribution limits are established by the IRS and are subject to change from year to year. The maximum contribution we can deposit into your HSA is the statutory family limit plus (if applicable) a catchup contribution. We will put any excess contribution into a holding account and request your instructions as to how it should be dispositioned. The current contribution limits can be found at www.treasury.gov and, as with any website, navigation is subject to change from time to time. The best method of locating contribution limits is searching on "HSA Contribution Limits" within the U.S. Department of Treasury website or reading IRS Publication 969 – Health Savings Accounts and Other Tax-Favored Health Plans.
- 2.2.2 You are allowed to roll over funds on a tax-free basis from an existing HSA or Archer Medical Savings Account (MSA). These rollover funds are not counted as contribution in terms of annual contribution limits set by the IRS; hence, these rollover amounts do not decrease the amount you may contribute to the HSA during the year. We do not make any recommendation about the advisability of rolling over funds from an existing HSA or Archer Medical Savings Account (MSA) to the HSA.
- 2.2.3 Contributions in excess of the statutory limits are subject to an excise tax.
- 2.2.4 If you are 55 or older, you are allowed to contribute an additional catch-up contribution, which is not subject to the excise tax. The current additional catch-up contribution can be found at www.treasury.gov. As with any website, navigation is subject to change from time to time.

2.3 Your Responsibility

- 2.3.1 You understand and acknowledge that it is your responsibility to determine if you are eligible to open and contribute to an HSA as defined on U.S. Department of Treasury website or in IRS Publication 969 – Health Savings Accounts and Other Tax-Favored Health Plans.
- 2.3.2 You understand that it is your responsibility to determine whether contributions to the HSA have exceeded the defined limits as defined on U.S. Department of Treasury website or in IRS Publication 969 – Health Savings Accounts and Other Tax-Favored Health Plans.
- 2.3.3 In the event there is an excess contribution, you understand and acknowledge that it is your responsibility to notify us of the excess contribution and request the withdrawals of these excess contributions and any net income attributable to such excess contributions.
- 2.3.4 We may charge you a fee for returning excess contributions. Please see the fee schedule for details of the fees that will be assessed for returning excess contributions. If you have insufficient funds to cover the returned item, your Cash or Investment Account will be liquidated up to the amount of available balance. We will not be liable if you have insufficient funds to cover any subsequent attempts to withdraw funds or use funds from your HSA due to the unavailability of funds. If your HSA becomes overdrawn, you agree to promptly deposit funds to bring the HSA out of the overdrawn status.

2.4 Non-forfeitable

- 2.4.1 You understand and acknowledge that the funds from your HSA are non-forfeitable.

ARTICLE III. Distributions from the HSA

3.1 General Distributions

- 3.1.1 Distribution of funds from this HSA may be made at any time at your direction from the Cash Account. Once your HSA is established, you will automatically be sent a debit card along with a separate cardholder agreement. When you use the debit card, you are agreeing and accepting the debit card terms and conditions contained in the cardholder agreement that outlines the use of the card.
- 3.1.2 Only you can authorize withdrawals/distributions from your Cash Account, except as otherwise set forth herein. If you provide your personal access information (e.g. passwords, security codes, etc.) to any third parties, you understand and acknowledge that you are authorizing the third parties to make withdrawals/distributions on your behalf as though made by you. To revoke such authority, you must change your personal access information on the Consumer Website. We may, in our discretion, honor or refuse to honor withdrawal authority purported to be established by external documentation (such as a financial or health care power of attorney) presented by you or a third party. If we elect to honor such authority, we may establish such conditions or limits on its exercise as we deem appropriate. Regardless, you agree to indemnify and hold us harmless for relying on such authority. We may also continue to recognize such authority until we receive written notice of revocation from you have had a reasonable time

to act upon such revocation, or until such time as may otherwise be required by the authorizing document or by law.

- 3.1.3 Distributions from your HSA that are used exclusively to pay or reimburse qualified medical expenses of the Account Holder, his or her spouse, or tax dependents are tax-free. Distributions that are not used for qualified medical expenses may be subject to both income tax and additional tax surcharges. As the Custodian of your HSA, we are not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. The Account Holder is solely responsible for determining if the distribution is for qualified medical expenses and must maintain records sufficient to show, if required, that the distribution was for a qualified expense or reimbursement thereof.

3.2 Transfer of HSA upon Separation, Divorce or Death; Beneficiary Designations

- 3.2.1 All transfers or distributions made pursuant to a separation instrument (as defined in Code Section 71(b)(2)(A)), divorce decree, or death must be made in accordance with applicable law, this Agreement and our internal policies and procedures.
- 3.2.2 You have the right at any time to designate one or more beneficiaries to whom your HSA funds (which include both your Cash Account and HSA Investments, if applicable) will be distributed upon your death. To be valid, any such beneficiary designation must be delivered to us prior to your death on a form provided by and/or acceptable to us. Any such beneficiary designation may be revoked by you at any time. You can designate the beneficiary or change any such designation by logging into the Consumer Website and accessing your Account profile. Any beneficiary designation will be automatically revoked upon receipt by us of a subsequent, valid beneficiary designation form bearing a later execution date.
- 3.2.3 You represent and warrant that any beneficiary designation submitted by you to us satisfies all legal requirements under applicable law. You understand and acknowledge that you are solely responsible for satisfying all applicable legal requirements with respect to the beneficiary designation. You understand that in some states the consent of your spouse may be required by law if you wish to name a person other than or in addition to your legal spouse as your death beneficiary or to change an existing death beneficiary designation. It is your obligation to determine if spousal consent is required by applicable law. We reserve the right to require this consent in writing or other acceptable form before accepting any beneficiary designation.
- 3.2.4 If you designate your legal spouse as your beneficiary, upon your death, your spouse will become the account beneficiary of this HSA (or the portion of the HSA allocated to your surviving spouse) and this HSA will continue on the same terms and conditions unless terminated by either party.
- 3.2.5 If someone other than your legal spouse is named as beneficiary, the HSA (or the allocable portion of the HSA designated to a non-spouse beneficiary) will cease to be a tax advantaged HSA (consistent with IRS Rules) as of the date of your death. As soon as possible after receiving notice of your death, this Agreement will terminate and we will pay the HSA balance (including the proceeds of any HSA Investments liquidated in accordance with our HSA Investments Terms and Conditions), reduced by all applicable fees, to the designated beneficiary(ies). In accordance with IRS Rules, if you named someone other than your estate or your spouse as beneficiary, your non-spouse beneficiary may be subject to income tax on the fair market value of the HSA. If you named your estate as a designated beneficiary upon your death (or the estate is the designated beneficiary by operation of law), the HSA funds paid to the estate must be included in your final income tax return.
- 3.2.6 Note: You or your beneficiary may also be subject to income and other applicable taxes on any funds held by us from the date of the death until notice of your death is provided.
- 3.2.7 We may presume that a beneficiary is legally competent unless and until we receive sufficient (as determined by us) written notice to the contrary. Whenever any distribution hereunder is payable to a person known by us to be a minor or otherwise under a legal disability, we may, in our sole discretion, authorize all or any part of such distribution to:

- A parent or legal guardian of such person;
- A representative such as a custodian, conservator or guardian of the estate, who is authorized to manage funds and property belonging to such person under any applicable law; or
- Such person directly.

- 3.2.8 If you fail to properly designate a valid beneficiary, we will pay the funds in your HSA as otherwise required by applicable law to your Estate.

- 3.2.9 If you die leaving a negative balance in your HSA, you understand and acknowledge that we may submit a claim to recover the debt from your estate.

3.3 Additional Information Regarding Distributions

- 3.3.1 The Custodian can make a distribution without the consent of the Account Holder if directed to do so pursuant to a court order, garnishment, IRS levy, or other levy. In such event, the Custodian shall not incur any liability for acting in accordance with such court order or levy.

ARTICLE III. Distributions from the HSA (cont.)

- 332 You acknowledge and understand that we have no obligation to permit any withdrawal/ distribution initiated at a time when there are insufficient funds in your Cash Account, and we will normally refuse to accept any such attempted withdrawal/distribution. However, occasionally an overdraft in your Cash Account may occur. Such overdrafts will not be construed as a waiver of our right under this Agreement to reject future requests for payment. In either case, whether the attempted withdrawal is rejected or paid into overdraft, we may charge you a fee (as set forth in the Schedule of Fees). You agree either to promptly make a contribution to the Cash Account by making a direct contribution or liquidating HSA Investments in accordance with the HSA Investments Terms and Conditions, which we will apply to the amount of any overdraft, or you agree to separately reimburse us from your general assets. By entering into this Agreement with us, you authorize us to withdraw future contributions from your HSA to satisfy any overdraft.
- 333 When you have insufficient available funds in your Cash Account to pay all initiated withdrawals/distributions that are presented for payment on a given day, we may pay one or more withdrawals/distributions and reject or return others in any order we deem appropriate. Absent unusual circumstances, however, your transactions normally will be processed in the chronological order in which they occurred.

ARTICLE IV. Fees

4.1 Service Fees and Other Compensation

- 4.1.1 The Custodian may charge maintenance, service, and other administrative fees for maintaining your HSA. For a list of these fees, please refer to the Schedule of Fees provided in your welcome kit and/or posted on the Consumer Website. Monthly maintenance fees will be charged for any month that the account is opened for at least one day during that month. The Custodian may deduct these fees from the Account Holder's HSA Cash Account or charge the Account Holder separately for any fees or expenses. Custodian may also allow fees to be paid by other sources, such as Account Holder's Employer, Plan Administrator, or other third party Benefit Administrator. If you leave the Employer or these payments are terminated for other reasons, you will be responsible for paying all fees related to the maintenance of the HSA. From time to time we may change our fees with notice to you. In the event that we change our fees, we will provide within 30 days' notice of such change by posting the revised Fee Schedule on the Consumer Website.
- 4.1.2 As described in Sections 1.5.2.2 and 1.5.2.3, in addition to the fees you pay described above, we and our contractors may receive compensation from third parties in the form of commissions, interest, or other earnings and/or additional compensation related to the deposit of the funds we hold on your behalf as well as certain revenue sharing fees related to the investments you may make. You agree that we and/or our contractors may keep, as additional compensation for the custodial and related administrative services we provide, any revenue sharing compensation related to the investments you select as well as any credit, interest or other earnings we receive on your HSA balances in excess of the amount of interest that we may credit to your HSA from time to time.
- 4.1.3 We or our contractors may receive compensation in the form of interchange from the bank issuing the HSA debit cards related to the use of such cards. Interchange fees are typically assessed against the merchant or other service provider when the card is used. The portion of the interchange fee we receive may vary, but is currently less than 2% for such card transactions. Neither you nor we are responsible for the payment of any interchange fee other than as may be associated with the payment to the merchant for purchases you make with the HSA debit card. We or our contractors may also receive from third parties in the form of commissions or marketing payments additional compensation related to the use of certain debit cards from the card networks. You agree that we and/or our contractors may keep, as additional compensation for the custodial and related administrative services we provide, any such compensation or interchange related revenue from the use of such HSA debit cards.

4.2 Sharing Fees with Affiliates and Contractors

- 4.2.1 We may share fees and/or other forms of compensation with our contractors, including contractors that are our affiliates. The nature of any fees paid by you or your HSA will be disclosed to you, as noted above, and your continued use of our services or the services of our contractors will be considered approval of such fees.

Article V. Reports and Information Regarding Your HSA

5.1 Information we provide

- 5.1.1 We, as Custodian, will provide periodic statements of contributions made to your HSA, distributions from your HSA, interest earned, investment performance, and your HSA balance. We will typically send such statements in electronic form. It is within our discretion to decide what information is contained in these statements.

5.2 Reporting Requirements

- 5.2.1 The Account Holder will provide the Custodian with information necessary for Custodian to prepare any reports or returns required by the IRS. The Custodian will prepare and submit any reports or returns as required by the IRS.

Article VI. Indemnification

6.1 Indemnification

- 6.1.1 The Account Holder or his or her designated representative or beneficiaries understands and agrees to indemnify and hold harmless us, as the Custodian, and any affiliates, successors, and assigns related administration of the HSA, from liability that may arise from withdrawals that could arise in association with this HSA Custodial Agreement. This would include liability, damages, losses, cost, legal fees, taxes, expenses, penalties, judgments or losses from investment and expenses incurred by Account Holder's HSA.
- 6.1.2 We have the right to bring suit against the Account Holder in a court of appropriate jurisdiction to recover any monies due to Custodian or our affiliates under this agreement. These monies include fees, costs, overdrafts or over payments, expenses or any other monies paid by us in error to or for the benefit of the HSA holder. If such an event arises, all costs, including but not limited to, court costs, legal expenses, compensation of time and expense by us or our affiliates in performance of the duties of the Custodian, and other expenses that may be pertinent or costs may be collected by us from the Account Holder's, or their beneficiary's, HSA.

Article VII. Miscellaneous

7.1 Amendments

- 7.1.1 This Custodial Agreement may be amended from time to time to comply with the provisions of the Internal Revenue Code (IRC) or IRS published guidance. Other amendments may be made to this Custodial Agreement with the consent of the Account Holder. The Account Holder will be provided notice of changes to the custodial agreement.
- 7.1.2 The Account Holder will be deemed to have consented to any other amendments to this Custodial Agreement unless the Account Holder notifies the Custodian that he or she does not consent to the amendment within 30 days of receipt of such amendment. In the case of non-consent, we will close the Account Holder's HSA.

7.2 Controlling Provisions

- 7.2.1 Any provisions in this Agreement that are inconsistent with IRC section 223 or IRS published guidance will be void.

7.3 Notices, Change of Address, Materials, and Communication

- 7.3.1 Any notice regarding this HSA will be considered effective when Custodian mails it to the Account Holder's last address that is on record with the Custodian or sends it by e-mail if the Account Holder has consented to electronic delivery and provided an e-mail address. It is the responsibility of the Account Holder to keep their electronic delivery preferences and electronic e-mail current. Any notice provided to the Custodian will be considered effective when the Custodian receives it. No one other than the Custodian and Account Holder (or in the event of your death, your designated beneficiary) will have any rights under this agreement.
- 7.3.2 From time to time, your personal information such as address, electronic e-mail or other important personal information may need to be updated. Some Employers, Plan Administrators, or other Benefit Administrators manage this personal data. If your HSA has been established through your Employer or your Benefit Administrator, please notify them to change your demographic information.
- 7.3.3 Some Employers or Benefit Administrators use us as the Custodian for demographic information. If this is the case, you can update this information via the user profile section of the Consumer Website.
- 7.3.4 The terms of this agreement shall be governed by and are in accordance with the laws of Delaware.

7.4 Investment Limitations

- 7.4.1 Assuming the HSA you have established allows for investments, the following limitations will apply:
- 7.4.1.1 The Account Holder's interest balance in this Investment Account is non-forfeitable.
- 7.4.1.2 No part of the funds in the Investment Account can be invested in life insurance as defined in IRC section 408(m).
- 7.4.1.3 The assets of this Investment Account cannot be commingled with other property except in a common trust or investment fund.
- 7.4.1.4 Neither the Account Holder, nor the Custodian, shall conduct prohibited transactions within the account such as borrowing or pledging the account.

7.5 Unclaimed Property

- 7.5.1 Unclaimed property laws may require us to turn over abandoned accounts to the applicable state, which is generally the state listed in the address for your account statement. Your HSA will be considered abandoned in accordance with our unclaimed property and escheat procedures.
- 7.5.2 Before we turn over an abandoned account, we will make reasonable efforts to locate you. We may send a notice to the address we currently show for the account statement. If mail we previously sent to this address was returned, we may not

ARTICLE VII. Miscellaneous (cont.)

send this notice. If you have not made a deposit to or withdrawal from, or initiated other activity in your HSA for a period of time that we consider substantial, then (unless prohibited by law) we may charge dormant account fees on the HSA in addition to regular monthly maintenance and other fees. For more information regarding how we handle HSA Investments in an abandoned HSA, see the HSA Investments Terms and Conditions.

7.6 Acclaris Debit Cards

761. When you use the Acclaris debit card you are agreeing and accepting the debit card terms and conditions contained in the cardholder agreement (Cardholder Agreement) which outlines the use of the card.
762. The debit card associated with your HSA will be issued by an issuing bank of our choice pursuant to a license from Visa USA Inc. The Account Holder agrees that he or she is only allowed to use the debit cards to the extent that there are available funds in the Cash Account. We, as the Custodian, have no obligation to allow any withdrawals when there are insufficient funds in the HSA associated with the debit card. If there is an overdraft in the HSA, the Account Holder will be liable for any overdraft or collection fees. We, as Custodian, reserve the right to limit debit card transactions to certain merchants or providers.
763. There are certain cardholder responsibilities that you are responsible for related to lost or stolen debit cards and unauthorized transfer activity. Please review your Visa Cardholder Agreement to understand your responsibility regarding use of the card.

7.7 Additional Parties on the Account and the Beneficiaries

- 7.7.1 The Account Holder may authorize a spouse and/or another third party, such as a dependent, to use the Acclaris Debit Card tied to the Account Holder's HSA. The Account Holder acknowledges that it is his/her sole responsibility to inform the authorized individual(s) regarding the purpose of the HSA and tax implications for purchasing items that are not qualified expenses, to be bound by, and to have the HSA bound by, any action taken by such authorized individual(s), and to indemnify and hold harmless the Custodian from any damages or expenses resulting from actions taken by such authorized individual(s).

7.8 Binding Effect

- 7.8.1 The terms of this agreement shall be binding upon the Custodian and Account Holder and their successors and assigns.

7.9 Mobile and Web Site Access

- 7.9.1 As the Custodian of your HSA, we may provide you an online website and/or mobile application to allow for easier access to perform activities or transactions in conjunction with your HSA. Some Employers or Benefit Administrators may not contract for these services or may choose to provide these services themselves. The Custodian may grant the Account Holder access to their account through direct access to the Consumer Website or mobile application or via secure single-sign-on (SSO) from the Employer or Benefit Administrator's website. If the Account Holder is accessing the Consumer Website either directly or via SSO, the Custodian does not guarantee nor does the Custodian have any liability for performance, or privacy of online website or mobile, system, or Internet. The online and mobile services may be unavailable at times when scheduled maintenance occurs, or there may be unforeseen maintenance required at any time. Under no circumstance is the Custodian liable for the unavailability or access of the Consumer Website, mobile application, data entry errors or other errors made by the Account Holder, or their designated representative, if applicable, or loss for any reason associated with website, mobile, or online access or use.

Article VIII. Removal and Appointment of Successor Custodian

8.1 Termination

- 8.1.1 The Account Holder or Custodian may terminate this Custodial Agreement at any time by providing written notice to the other. If the Account Holder provides a completed HSA transfer form at the time of the termination request, the Custodian will transfer the balance of the HSA to another HSA Custodian designated by the Account Holder. In order to execute the transfer the Custodian may need to liquidate any investments in the HSA Investment Account. If the Custodian does not receive a completed HSA transfer form at the time of termination, the Custodian will pay the Account Holder the remaining balance of the HSA.
- 8.1.2 We may resign as Custodian and appoint a successor custodian that we choose. The successor custodian (or trustee) must be a bank (as defined in IRC Section 408(n)), an insurance company (as defined in section 816), or another person who satisfies the IRS requirements for HSA custodial duties. The appointment of a successor custodian will become effective immediately; provided, however, that you will retain your right to terminate this Custodial Agreement pursuant to this Article VIII. If you do not exercise your right to terminate this Custodial Agreement and request a complete distribution or designate a new custodian or trustee, you will be deemed to have automatically accepted the successor custodian. In the event that a successor custodian is appointed, the successor custodian's HSA custodial agreement and all related account documentation will automatically become applicable. In such case, you will receive notice of or access to a copy of the new custodial agreement.
- 8.1.3 Any termination of account will require Custodial to liquidate any investments in the HSA Investment Account.

ARTICLE IX. Consent to the Terms of the Custodial Agreement

9.1 Dispute Resolution

- 9.1.1 From time to time there may be disputes that require coordinated resolution. We encourage members to use standard protocols to resolve any disputes such as submitting a help ticket, contacting customer service or calling the service center. If you are unsatisfied with the results, please work through your client representative, Employer, Plan Administrator or other Benefit Administrator. If you need direct contact with the Custodian, we would encourage you to send communication via postal mail or electronic help ticket. Unsecured unencrypted electronic mail can be intercepted and personal information could be compromised. If communication is sent directly to us as the Custodian, we will respond within 30 days of receipt of that communication.

9.2 Binding Arbitration

- 9.2.1 If disputes between the Account Holder or member's designated representative and the Custodian are not able to be resolved through normal channels, you agree that regardless of how the dispute came about, that the dispute will be resolved by natural binding arbitration. The Arbitration shall be governed by the rules in effect at the time by the American Arbitration Association. Details of current arbitration rules set by the American Arbitration Association can be found at www.adr.org. Arbitration for any claims under \$10,000.00 may be conducted in person or by phone or based on submission of dispute details to the Association. You agree that any disputes must be brought by the Account Holder individually, and may not be brought by Account Holder and other account holders as a group. You expressly agree to waive any right to group, collective or class action or arbitration.

If the arbitration decides against the Account Holder or their designated representative, or that the claim is frivolous, the Account Holder will be responsible for any cost and expenses associated with the arbitration including arbitration fees, travel or other costs that arise from the claim and you agree that the arbitrator may award the Custodian such fees, costs and expenses. By agreeing to this Custodian Agreement, the Account Holder is hereby notified that he or she is waiving all rights under state or any other law to class or collectively action, including class arbitration.

Article X. Separation

If you separate from your employer (voluntarily or involuntarily), your HSA automatically will be transitioned to an Individual HSA and you will begin to be charged additional fees, some or all of which previously may have been paid by your Employer. The additional fees will include a monthly administrative fee, which may be paid by your Employer or Plan Administrator, as well as other per occurrence fees. Acclaris, Inc. will continue as the HSA Custodian after your transition to an Individual HSA in the event you separate from your employer. Any HSA cash funds in the Individual HSA will continue to be held by an FDIC Depository Bank. This Custodial Agreement will stay in effect and both you as the Account Holder and we, as the Custodian, will continue to be bound by it.



HSA Adoption Agreement

By opening and/or maintaining a Health Savings Account (HSA) with Acclaris, Inc., I agree to all of the terms and conditions that accompany the HSA and acknowledge that they are binding on me, including this HSA Adoption Agreement, the Acclaris Custodial Agreement, and the Privacy Notice, as well as any other documents that may be provided to me. In addition, I agree to each of the following terms:

- I understand that I must be eligible for an HSA and must meet the eligibility requirements for deposits made to my HSA, and I represent that I am eligible for an HSA and qualify to make deposits to this account.
- I authorize Acclaris, Inc. to provide information about my HSA, including my account number, to my employer and those acting on behalf of my employer or Acclaris, Inc., in connection with the establishment and maintenance of my HSA. Likewise, I acknowledge that the employer and all others acting on behalf of my employer (if applicable), may provide information on my behalf to establish and maintain my HSA.
- I further authorize my employer and its designee to take such action deemed necessary and appropriate by my employer to administer my HSA, including but not limited to, effectuating deposits and correcting errors where necessary. I acknowledge that my employer may pay some or all of the fees for this HSA, as outlined in the Schedule of Fees to be sent once the account is established, and that I will become responsible for paying any such fees if my employment is terminated. Finally, I acknowledge that my HSA is not sponsored by my employer and is not an employee welfare benefit plan subject to ERISA.
- I acknowledge that I will be liable for use of the healthcare Visa™ Debit Card issued to me with the establishment of the HSA. I further acknowledge that any use of my healthcare Visa™ Debit Card will be subject to the terms of the Cardholder Agreement, which will be provided to me at the time the Visa™ Debit Card is issued to me.
- If I decide to make self-directed investments with my HSA, I acknowledge that I will have to first agree to the Investment Agreement document, which will be provided to me at the time I elect to make investments. I understand that Acclaris, Inc. does not provide any investment advice.
- If I have an existing HSA balance with another HSA provider, I understand and agree that my existing balance may be transferred to Acclaris, Inc. In such case, I understand that any investment elections that I may have made through the previous HSA provider will be liquidated as part of the transfer, and that if, after the transfer period, I desire to re-invest all or part of my HSA balance and am eligible to do so, I must affirmatively self-direct those investments in accordance with the Investment Agreement. I acknowledge that my balance will not be invested before my self-directed investments are implemented, and I understand that my self-directed investments may incur losses for which Acclaris, Inc. is not responsible.

I understand that if I do not agree to all of these terms and conditions, I should not open an Acclaris HSA and/or should close my Acclaris HSA.



Privacy Notice

WHY?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information.

WHAT?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information.
- Account balances and transaction history.
- Assets and investment experience.

When you are no longer our customer, we continue to share your information as described in this notice.

HOW?

All financial companies need to share consumers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their consumers' personal information; the reasons Via Benefits. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information

Do we share?

Can you limit this sharing?

For our everyday business purposes

To process your transactions, maintain your account(s), respond to court orders and legal investigations or report to credit bureaus.

Yes

No

For our marketing purposes

To offer our products and services to you

Yes

No

For joint marketing with other financial companies

We do not share

We do not share

For our affiliates' everyday business purposes

To inform you about your transactions and experiences

Yes

No

For nonaffiliates to market to you

We do not share

We do not share

What we do

How is my personal information protected?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How is my personal information collected?

We collect your personal information, for example, when you:

- Open an account or perform transactions.
- Use your debit card or provide contact information
- Sharing for nonaffiliates to market to you.

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes-information about your creditworthiness.
- Affiliates from using your information to market to you.
- Sharing for nonaffiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing. See Other Important Information section for your rights under state law.



Definitions

Affiliates: Our affiliates include companies with a Willis Towers Watson name.

Nonaffiliates: Via Benefits does not share with nonaffiliates so they can market to you.

Joint Marketing: Via Benefits does not jointly market.

California Residents – In accordance with California law, we will not share information we collect about California residents with nonaffiliates except as permitted by law, such as with the consent of the customer or to service the customer's accounts. We also will limit the sharing of information about you with our affiliates to the extent required by applicable California law.

Online Services Agreement

Effective 12/26/2018

What This Agreement Covers

This Online Services Agreement governs the use of the Acclaris Online Services and is between you, the accountholder, and Acclaris (the "Company," "we," "us," or "our"). Acclaris, Inc. is a non-bank custodian and offers all Account services. Acclaris offers a range of Reimbursement Account services. Through this Agreement, you may use a personal computer or mobile device to perform certain administrative and reimbursement functions that are associated to the Acclaris Online Services.

Throughout this agreement, all reimbursement account types are denoted as Accounts. Any individual who is covered under an Account (other than as a dependent on an Account) is called a Participant. This Agreement serves as the resource for the description of the terms and conditions for the user of the Acclaris Online Services along with the rights and obligations of Acclaris and the Participant. Each of the Reimbursement Accounts has specific documentation that governs those Accounts and this Agreement supplements those. In this Agreement, the term you and similar terms refer to the Participant or someone you authorized to use Acclaris Online Services.

A. Agreement Acceptance

When you use Acclaris Online Services, you agree to be subject to the terms and conditions of the entire Agreement.

B. Relation to Other Agreements

As stated previously, each Reimbursement Account type is governed by the specific Account documents. The specific Account documents will always take priority in the event there is any conflict between this Agreement and those documents. It is important that you review those Account documents for the terms and conditions that apply to your Account type.

I. Description of Online Services

A. Payment Methods

1. Employer-selected Payment Method

Your Employer may choose for all reimbursements to be made through payroll or through some other method than mentioned below. In addition, the methods listed below may not be an option based on your Account type setup rules. See your Account documents for further details on payment methods allowed.

2. Payment to Yourself

Payment to Yourself grants you reimbursement to yourself from one or more of your Accounts for Eligible Expenses you have already paid, to the extent such amounts have not been reimbursed from any other reimbursement arrangement or program and you agree to not seek reimbursement for the expenses from any other source. You can request a payment to yourself by submitting an online claim (see instructions online). Acclaris will transfer the funds electronically to your personal bank account if we have the required information in our records, or if you prefer, we will mail a check to your home address.

3. Payment to a Provider

Payment to a provider can be made directly Online which will send reimbursement to the provider at the address you setup for Eligible Expenses. You can request a payment to a provider by submitting an online claim (see instructions online). You may use the payment to a provider feature to establish either a one-time or recurring payment for such services. We will send payment to the provider. In the event that you do not have sufficient funds to make a full scheduled payment to a provider at the time we attempt to process it, you will receive notification that your transaction has not successfully completed (See Overdrafts below.) Certain Account types, however, may be partially paid up to the Account elected amount. We recommend you allow at least six bank business days between the date the payment is requested and the payment due date. Acclaris is not responsible for any late fees, finance

charges or other action taken by the payee (provider). Any obligations that you wish to pay through the Acclaris Online Services must be payable in U.S. dollars to a payee located in the United States. We reserve the right to restrict categories of payees to whom payments may be made using Online Services. In the case we mail a check to a payee and the check is not negotiated within 90 days, we reserve the right to, and may without notice to you, stop payment on the check and credit the funds back to your Account.

B. Opportunity for Investment

If your HSA Cash Account, as determined by your Account documents, balance exceeds the minimum balance requirement as set in your Account documents, you may have the opportunity to invest that excess into a diversified offering of mutual funds (see instruction online). Additional information will be provided upon eligibility. **IMPORTANT NOTE:** Investments in mutual funds are not FDIC insured, not bank issued or guaranteed, and may lose value.

C. Supporting Documentation for Reimbursement

For certain Account types, as detailed in your Account documents and as required under certain IRS regulations, you may be required to submit supporting documentation to prove reimbursement is for an Eligible Expense before any reimbursement or payment is made. However, for HSA transactions, you are solely responsible for verifying your reimbursement is for an Eligible Expense and Acclaris will not request this for reimbursement to occur.

D. Processing Rules and Guidelines

Acclaris will process all HSA transactions in accordance with our internal rules and guidelines. All other Account transactions will be processed in accordance with the applicable Account documents and any applicable internal rules and guidelines.

E. Ability to Cancel a Transaction

Acclaris Online Services allows you to cancel or edit transactions that are not in an 'In Process' or 'Processed' status (see instructions online). After you cancel a transaction, the status changes to Canceled. Canceled transactions remain in your payment history.

F. Liability Limitations for Failed or Incomplete Transactions

Acclaris is not liable for any special, indirect or consequential damages. We are specifically not liable to you for any cessation, interruption or delay in the performance of our obligations under this Agreement due to causes beyond our reasonable control including, but not limited to, computer, equipment or utility failures, natural disasters, labor disputes, acts of war, terrorism or civil disturbance, and any change in or adoption of any law, regulation or other legal authority.

G. Reimbursement Limits and Other Restrictions

Via Acclaris Online Services, and for Eligible Expenses, you may access the aggregate maximum available reimbursement under the Account(s) from which the expense is eligible for payment or reimbursement at the time the transaction request is made. For the HSA Account type, the available balance is calculated pursuant to our funds availability policy set forth in the Custodial Agreement. For fraud prevention and security purposes, we may place other restrictions on your use of the Acclaris Online Services from time to time. We may decline any transaction if it appears to us to be suspicious for any reason.

H. Overdrafts to Your Account(s)

Depending on your Account type, we may reject a transaction if you do not have enough available funds to cover it at the time of processing. Certain Account types may pay, in part, up to the elected balance. Once a transaction is rejected for unavailable funds, we will make no further attempt to process it, even if sufficient funds are subsequently deposited. You are responsible for rescheduling any such payment or making alternate payment arrangements. There may be times, however, where a transaction could be processed causing an over drafted account. For any FSA, HRA or similar Account type transactions, you are responsible for repaying your employer (or its designee). For HSA transactions, you are responsible for repaying us in accordance with the terms of the Custodial Agreement. Fees may apply according to the Custodial Agreement if an HSA transaction is rejected for insufficient funds or your HSA is overdrawn. If applicable, you may liquidate one or more of your HSA Investments and reallocate the proceeds to your HSA Cash Account to either cover an overdraft or, if you know that you are going to need a distribution in the future that exceeds your HSA

Online Services Agreement

Cash Account balance, you should do this at least five business days in advance. HSA Investments are not automatically liquidated in the event an HSA transaction exceeds your HSA Cash Account Balance.

II. Other Terms and Conditions

A. **Limitation of Liability**

The Acclaris services and all information, content, software and other services included in or made available to you through Acclaris Online Services are provided by Acclaris on an "as is" or "as available" basis, unless otherwise specified in writing. Acclaris makes no representations or warranties of any kind, express or implied, as to the operation of Acclaris Online Services, or the information, content, software or other services included or otherwise made available to you through Acclaris Online Services, unless otherwise specified in writing. You expressly agree that your use of Acclaris Online Services is at your sole risk.

B. **Indemnification**

You agree to defend, indemnify and hold harmless Acclaris, Inc. from and against any and all claims, suits, proceedings, disputes, demands, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of or connected to: (1) your use of and access to Acclaris Online Services; (ii) your violation of any term of this Agreement; or (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. This clause will survive this Agreement and your use of Acclaris Online Services.

C. **Availability of Online Services**

The Acclaris Online Services is available 365 days a year and 24 hours a day, except during system maintenance and upgrades and occasional unscheduled outages. We have no liability to you relating to any interruption or delay in the availability of the service.

D. **Account Statements**

Depending on your Account type, statements generate monthly or at a different interval. Your Account documents will detail the frequency. Your statement lists each transaction and the date it was posted to the Account. The posting date may be different from the date on your receipt, which shows the date you conducted the transaction. If you choose to invest any portion of the eligible Cash Account balance in your HSA, you will receive a separate HSA Investment Statement at the interval as described in your Account documents. All transactions can also be viewed via Acclaris Online Services and certain Account types may present statements online only.

E. **Necessity to Review Statements/Notices and Report Errors and Unauthorized Activity**

All statements and other notices should be reviewed by you for accuracy. This review should occur promptly and any errors or unauthorized activity should be reported immediately. Generally, you must report any such problems within 60 days. If you believe an unauthorized transaction has occurred in connection with one or more of your Account(s), check your Account documents for more details about reporting problems and resolving errors.

F. **Protecting Your Login Credentials**

Acclaris Online Services are accessed via a username and password. The protection and safeguarding of that login information against unauthorized use is your responsibility. When you give someone your login credentials, you are authorizing that person to access your Accounts and to use the Acclaris Online Services. You agree to accept responsibility for all activities that occur via your username and password. You must immediately change your login credentials if you wish to revoke the person's authority to access your Accounts. Any unauthorized access you may detect should be reported to us immediately. The right to cancel and reissue login credentials or to close an Account due to fraudulent activity is reserved by Acclaris. For your protection, sign off after every Online Services session and close your browser to ensure confidentiality.

If you have questions regarding how to access the system or the security of your Account, please contact us at contact@acclaris.com.

G. **Your Personal Profile**

You may not use false information, including a false email address, impersonate any person, or otherwise mislead us in order to use Acclaris Online Services. It is your responsibility to ensure that your personal information, including address, email address and phone number, are correct. Your

Acclaris Online Services may be terminated if any of the information you provide is deemed inaccurate or incomplete. Acclaris can recover from you any losses or expenses incurred as a result of this.

H. Use of External Email

If you elect to receive electronic communications, you agree that we may send messages to your email address relating to the Acclaris Online Services, including any responses to your inquiries, and you acknowledge that this is not a secure form of communication (we will never send sensitive or confidential Account or customer information via email). It is your responsibility to ensure that your email address is accurate when using Acclaris Online Services.

I. Third Party Providers

To assist us in providing any of the services discussed in this Agreement, Acclaris may, without your consent or any notice to you, engage the services of a third party.

J. Copyright Notice and License

All content contained on the Acclaris Online Services Web site is the copyrighted, trademarked, and/or proprietary property of Acclaris, Inc. and/or its service providers. While this Agreement is in effect, we grant to you a non-exclusive, non-transferable, limited license to use the service in accordance with the terms of this Agreement.

K. Agreement Modifications

At any time Acclaris may change this agreement. Changes may take effect immediately, without notice to you unless required by law, in which case notice will be provided to you electronically. Any use of the Acclaris Online Services after the effective date of a change (which may either be immediately or on some stated future date) indicates your agreement to the change.

L. Termination/Cancellation of Acclaris Online Services

The use of the Acclaris Online Services will remain in effect until it is terminated by you, your Employer (if applicable), or Acclaris. We may terminate your participation in Online Services for any reason, including inactivity, at any time, without notice.

M. Miscellaneous Provisions

You or we may refrain from exercising or may choose to delay enforcement of any of our rights under this Agreement without compromising them. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall remain unaffected. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and applicable federal law.

E-Communications Disclosure and Consent

Certain laws require Acclaris, Inc. (hereinafter, “Acclaris,” “we,” “us,” “our”) to provide you with certain HSA documents and communications. With your consent, we may provide these documents and communications electronically (“E-Communications”). You are not required to consent to E- Communications: If you do not consent, you will receive these documents and communications in paper form.

1. **Scope of Consent.** You agree to receive all documents and communications related to your HSA electronically. Your consent applies to any disclosure, notice, agreement, statement, schedule of fees, explanation of benefits, and other communications (including responses to inquiries from you) regarding your Acclaris HSA. E-Communications will be provided to you online or sent to the email address you provide. Unless otherwise required by law, you agree that E-Communications will be deemed received by you when sent by any method described in this paragraph. We also reserve the right to use postal addresses. This E-Communications Disclosure and Consent does not apply to the investment portion of your HSA.
2. **Online Services.** The Online Services Agreement between you and your plan administrator governs the use of the Online Services and permits you to perform certain administrative and payment functions with respect to one or more of the reimbursement arrangements in which you may participate and that are linked to the Online Services through the use of a personal computer. For further details, please refer to your Online Service Agreement.
3. **Email Address.** E-communications sent by email will be sent to the email address you provide when you open your HSA. You must notify us of any change in your email address by updating your online profile or by calling Accounts Customer Care at +1 800 953 5395.
4. **Withdrawal of Consent.** You may withdraw your consent to E-Communications at any time by updating your online profile or by calling Accounts Customer Care at +1 800 953 5395. Withdrawal of consent will apply to documents and communications issued after the date on which you withdraw consent. You will not be charged a fee to withdraw consent or to receive required disclosures on paper. However, once you withdraw consent statements will be provided on paper and there is a fee for paper statements. Please refer to the fee schedule for any fees that may apply to the provision of paper copies.
5. **Saving Copies.** You may save a copy of E-Communications by printing them or by saving a PDF copy. In addition, you may contact Accounts Customer Care at +1 800 953 5395 to request a paper copy of any E-Communication.
6. **System Requirements.** In order to access and retain E-Communications, you must have the following hardware and software:
 - A computer with internet access.
 - An internet browser (such as Internet Explorer or Google Chrome) that supports 128-bit encryption and allows you to browse the internet and log onto the Acclaris website. The internet browser must be one of the two most recent major (non-beta) release versions of Internet Explorer, Google Chrome, Safari, or Mozilla Firefox with JavaScript and cookies enabled.
 - To receive emails, you must also have a program allowing you to send and receive emails, such as Microsoft Outlook or Google Gmail.
 - To open PDF documents, you must have a PDF viewer such as Adobe Acrobat Reader. A free copy of Adobe Acrobat Reader may be obtained from the Adobe website at www.adobe.com.

If any of the above system requirements change, and we believe that such change may create a material risk that you will be unable to access E-Communications, Acclaris will notify you of the new hardware/ software requirements.



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

AUG 23 2016

Acclaris, Inc.
1511 North West Shore Boulevard
Suite 350
Tampa, FL 33607

Re: Acclaris, Inc. TIN: 90-0234962
Nonbank Trustee Approval Letter
Control # 911740108

Ladies and Gentlemen:

In a letter dated September 16, 2015, as supplemented by correspondence dated May 19, 2016, you requested written notice of approval that Acclaris, Inc. may act as a passive nonbank trustee or custodian of medical savings accounts established under section 220 of the Internal Revenue Code (Code) and health savings accounts described in section 223 and a passive nonbank custodian of plans qualified under section 401 or accounts described in section 403(b)(7).

Section 220(d)(1)(B) of the Code (dealing with Archer MSAs (medical savings accounts)) provides, in pertinent part, that the trustee of a medical savings account must be a bank (as defined in section 408(n)), an insurance company (as defined in section 816), or another person who demonstrates to the satisfaction of the Secretary that the manner in which such person will administer the trust will be consistent with the requirements of this section. Q & A-10 of Notice 96-53, 1996-2 C.B. 219 provides, in pertinent part, that persons other than banks, insurance companies, or previously approved IRA trustees or custodians may request approval to be a trustee or custodian in accordance with the procedures set forth in section 1.408-2(e) of the Income Tax Regulations (regulations).

Section 223(d)(1)(B) of the Code provides, in pertinent part, that the trustee of a health savings account must be a bank (as defined in section 408(n)), an insurance company (as defined in section 816), or another person who demonstrates to the satisfaction of the Secretary that the manner in which such person will administer the trust will be consistent with the requirements of this section. Section 223(d)(4)(E) provides, in general, that rules similar to section 408(h) (dealing with custodial accounts) also apply to health savings accounts.

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Section 401(f)(1) of the Code provides that a custodial account shall be treated as a qualified trust under this section if such custodial account would, except for the fact it is not a trust, constitute a qualified trust under this section. Section 401(f)(2) provides that the custodian must be a bank (as defined in section 408(n)) or another person who demonstrates to the satisfaction of the Secretary that the manner in which such other person will hold the assets will be consistent with the requirements of section 401 of the Code. Section 401(f) also provides that in the case of a custodial account treated as a qualified trust, the person holding the assets of such account shall be treated as the trustee thereof.

Section 403(b)(7)(A) of the Code requires, in part, that for amounts paid by an employer to a custodial account to be treated as amounts contributed to an annuity contract for his employee, the custodial account must satisfy the requirements of section 401(f)(2). That section also requires, in order for the amounts paid by an employer to be treated as amounts contributed to an annuity contract for his employee, that the amounts are to be invested in regulated investment company stock to be held in the custodial account, and under the custodial account no such amounts may be paid or made available to any distributee before the employee dies, attains age 59 1/2, has a severance from employment, becomes disabled (within the meaning of section 72(m)(7)), or in the case of contributions made pursuant to a salary reduction agreement (within the meaning of section 3121(a)(1)(D)), encounters financial hardship.

The regulations at section 1.408-2(e) contain the requirements with which one must comply in order to act as a custodian, for purposes of sections 220, 223, 401(f) and 403(b)(7). Section 1.408-2(e)(1) of the regulations requires a person to file written application with the Commissioner demonstrating that it meets sections 1.408-2(e)(2) through (6) of the regulations.

Based on all the information submitted to this office and all the representations made in the application, we have concluded that Acclaris, Inc. meets the requirements of section 1.408-2(e) of the regulations and, therefore, is approved to act as a passive nonbank trustee or custodian of medical savings accounts established under section 220 of the Code and health savings accounts described in section 223 and a passive nonbank custodian of plans qualified under section 401 or accounts described in section 403(b)(7).

This Notice of Approval authorizes Acclaris, Inc. to act as a passive nonbank trustee or custodian. When Acclaris, Inc. acts as a passive nonbank trustee or custodian (within the meaning of section 1.408-2(e)(6)(i)(A) of the regulations), it is authorized only to acquire and hold particular investments specified by the trust instrument or custodial

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agreement. It may not act as a passive trustee or custodian if under the written trust instrument or custodial agreement it has discretion to direct investments of the trust (or custodial) funds.

This Notice of Approval, while authorizing Acclaris, Inc. to act as a trustee or custodian, does not authorize it to pool accounts in a common investment fund (other than a mutual fund) within the meaning of section 1.408-2(e)(5)(viii)(C) of the regulations. Acclaris, Inc. may not act as a trustee or custodian unless it undertakes to act only under trust instruments or custodial agreements that contain a provision to the effect that the grantor is to substitute another trustee or custodian upon notification by the Commissioner that such substitution is required because Acclaris, Inc. has failed to comply with the requirements of section 1.408-2(e) of the regulations or is not keeping such records, or making such returns or rendering such statements as are required by forms or regulations. For example, one such form is Form 990-T for IRAs that have \$1000 or more of unrelated business taxable income that is subject to tax by section 511(b)(1) of the Code.

Acclaris, Inc. required by section 1.408-2(e)(6)(iv) of the regulations to notify the Commissioner of Internal Revenue, Attn: SE:T:EP:RA, Internal Revenue Service, Washington, D.C. 20224, in writing, of any change which affects the continuing accuracy of any representations made in its application. Further, the continued approval of Acclaris, Inc. to act as a passive nonbank trustee or custodian of medical savings accounts established under section 220 of the Internal Revenue Code and health savings accounts described in section 223 and passive nonbank custodian of plans qualified under section 401 or accounts described in section 403(b)(7) is contingent upon the continued satisfaction of the criteria set forth in section 1.408-2(e) of the regulations.

This Notice of Approval letter is not transferable to any other entity. An entity that is a member of a controlled group of corporations, within the meaning of section 1563(a) of the Code, may not rely on an approval letter issued to another member of the same controlled group. Furthermore, any entity that goes through an acquisition, merger, consolidation or other type of reorganization may not necessarily be able to rely on the approval letter issued to such entity prior to the acquisition, merger, consolidation, or other type of reorganization. Such entity may have to apply for a new notice of approval in accordance with section 1.408-2(e) of the regulations.

This letter constitutes a notice that Acclaris, Inc. may act as a passive nonbank trustee or custodian of medical savings accounts established under section 220 of the Internal Revenue Code and health savings accounts described in section 223 and a passive

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nonbank custodian of plans qualified under section 401 or accounts described in section 403(b)(7) and does not bear upon its capacity to act as a trustee or custodian under any other applicable law. This is not an endorsement of any investment or retirement plan. The Internal Revenue Service does not review or approve investments nor recommend retirement plans.

This notice of approval is effective as of the date of this letter and will remain in effect until withdrawn by Acclaris, Inc. or revoked by the Service. This notice of approval does not authorize Acclaris, Inc. to accept any fiduciary account before this notice becomes effective.

If you wish to inquire about this ruling, please contact Robert Brambilla (I.D. #1000221472), SE:T:EP:RA:T1, at Robert.C.Brambilla@irs.gov or (202) 317-8730.

Sincerely,



Carlton A. Watkins, Manager
Employee Plans Technical Group 1