

## HSA CUSTODIAN INFORMATION

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## FURTHER HEALTH SAVINGS ACCOUNT CUSTODIAL AGREEMENT

The Account Holder and the Custodian make the following agreements. "You" and "your" mean the Account Holder and "us", "we", and "our" mean the Custodian, MII Life Insurance Incorporated. d.b.a. Further. "HDHP" means the high deductible health plan used in conjunction with this Health Savings Account ("HSA"), and "IRC" means the Internal Revenue Code as currently enacted or later amended. "Agreement" means this HSA Custodial Agreement.

### ARTICLE I – EFFECTIVE DATE

1. The Agreement becomes effective, and your HSA is established, as of the date we approve your completed HSA Application. For tax purposes, your HSA may not be effective until funds are deposited in your HSA.
2. To help the United States government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies individuals who open an account which means we will ask for your name, address, date of birth, and other information that will allow us to identify you. The HSA may not be used while we verify this information pursuant to applicable federal law. Fees for account maintenance will accrue during this time but will be returned if the HSA is not opened, upon your request, to the original contributor.

### ARTICLE II - CONTRIBUTIONS

1. We are an IRS approved non-bank HSA trustee. Our approval letter from the United States Treasury is available at [bcbsvt.com/mymoney](http://bcbsvt.com/mymoney) or by contacting our customer service team at 866-999-2605, Monday through Friday from 8 a.m. to 9 p.m. eastern time.
2. You agree that we are only acting as custodian. You understand that we are not providing investment advice by offering the HSA and do not express any opinion on whether it is suitable for you to invest funds, hold contributions in, or make contributions to, the HSA.
3. We will accept your cash contributions for the tax year made by you or on your behalf (by an employer, family member or any other person). Except for rollover contributions, we will not accept contributions in excess of the maximum amount for an account owner with family coverage plus the catchup contribution (if applicable).
4. We are not responsible for notifying you of an employer's contribution(s) to your account. You are solely responsible for monitoring an employer's contribution to your account. We are not liable for any losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigation costs or expenses you incur as a result of the employer's failure to make any contribution to the Account.
5. Contributions will generally be available for withdrawal from your account within two to three business days of our receipt. Deposits made outside of our normal business hours will be considered to be made on our next business day.
6. Contributions for any tax year may be made at any time before the deadline for filing your federal income tax return for that year (without extensions), generally April 15<sup>th</sup>.
7. We generally accept transfers from another HSA or Archer Medical Savings Account (Archer MSA), however, we reserve the right to refuse to accept any transfer.
8. Rollover contributions from another HSA or an Archer MSA, may be permitted by us in our discretion, and are not subject to the maximum annual contribution limit set forth below in this Article II.
9. Qualified rollover contributions from an IRA may be permitted if received from another Trustee and are subject to the maximum annual contribution limit set forth in this Article II section 11.
10. The portion of the HSA that we hold in your transactional account (your "Base Balance") is not intended to serve as an investment. Rather, amounts of the HSA we hold in the Base Balance are intended for use for routine medical expenses as they arise.
11. The total amount that may be contributed to your HSA for any taxable year is limited based upon statutory limitations under §223 of the Internal Revenue Code (IRC) and can be found at [www.irs.gov](http://www.irs.gov), on our website [bcbsvt.com/mymoney](http://bcbsvt.com/mymoney), or by contacting our customer service team.
12. It is your responsibility to determine whether contributions to your HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to your HSA account exceed the maximum annual contribution limit, you must notify us that there are excess contributions to the HSA. Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA. It is solely your responsibility to request the withdrawal of the excess contribution and any net income attributable to such excess contribution and to pay any applicable taxes due thereon.

### ARTICLE III - NONFORFEITABLE

1. Your interest in the balance in your HSA is not forfeitable.

### ARTICLE IV – PROHIBITED ACTIVITIES

1. No part of the custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in IRC section 408(m).
2. The assets of this account may not be commingled for your investment with other property except in a common trust fund or common investment fund.
3. Neither you nor we will engage in any prohibited transaction with respect to this account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in IRC section 4975).
4. You may not assign or transfer your right in your HSA except as otherwise provided in this Agreement.

### ARTICLE V - DISTRIBUTIONS

1. Distribution of funds from this HSA may be made at any time upon your direction by means acceptable to us.
2. Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of you, your spouse, or your tax dependents are tax-free. However, distributions that are not used for qualified medical expenses of such individuals are included in your gross income and are subject to an excise tax on that amount. The excise tax does not apply if the distribution is made after you die, become disabled, or reach age 65.
3. We are not required to determine whether the distribution is for the payment or reimbursement of Qualified Medical Expenses. A Qualified Medical Expense is defined as amounts paid for medical care as defined in IRC §213(d). You are solely responsible for substantiating that the distribution is for Qualified Medical Expenses and must report any such distributions on your annual tax return (Form 8889) and maintain records sufficient to show, if required, that the distribution is tax-free.
4. You can direct a distribution of funds from your HSA at any time using any of the methods that we then make available. We always fund a distribution request from amounts you have not invested, i.e., amounts which we hold as part of our general account assets. If the amount of your distribution request is greater, and you have contributions invested in an HSA investment account, you must liquidate enough of your investments to complete the funding of the distribution. We have the right to liquidate assets in your HSA investment account if necessary to make distributions or to pay fees, expenses, taxes, penalties or surrender charges properly chargeable against your HSA. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree not to hold us liable for any adverse consequences that result from our decision. The amount liquidated will be the higher of the investment threshold amount or your investment balance. Distributions by check in an amount we determine to be nominal may require your specific direction to be paid.
5. The funds in your HSA may not be used to satisfy the debts, contracts or torts of any person entitled to distributions under this Agreement and you shall have no right to create any lien on the assets in the HSA.
6. We agree to prepare and submit any report or return as prescribed by the Internal Revenue Service (IRS) and will either mail it to your last known address or notify you when a form is available for download, if you have not consented to the electronic delivery of required HSA-related communications.
7. We will distribute funds from your account upon an order of a court, IRS levy, or other enforceable levy we receive.

### ARTICLE VI – TRANSFERS & BENEFICIARIES

1. You may transfer all or a portion of your HSA balance to another HSA custodian or trustee at any time by giving us written notice and instructions.
2. All transfers or distributions must be made in accordance with the IRC, other applicable law and this Agreement.
3. If a request for a transfer is made pursuant to the terms of a divorce or separation agreement, we must receive the request within 90 days of the effective date of the divorce or separation instrument. Transferring your interest to someone other than your former spouse pursuant to a divorce decree may subject you to income tax and penalties on the transferred amount.
4. You will have the right at any time to designate primary and contingent beneficiaries to whom your HSA funds 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 us. Any such beneficiary designation may be revoked by you at any time by delivering written notice of the revocation to us and shall be automatically revoked upon receipt by us of a subsequent beneficiary designation in valid form bearing a later execution date. You understand that the consent of your spouse may be necessary if you wish to name a person other than or in addition to your spouse as beneficiary or to change an existing beneficiary designation. If there is no

beneficiary designation on file with us at the time of your death, your legal spouse will be deemed to be your beneficiary. If you are not married at the time of your death, the funds will be paid to your estate.

5. You represent and warrant that any beneficiary designation submitted to us satisfies all legal requirements under applicable law. We may presume that a beneficiary is legally competent until we receive 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, in our sole discretion, may authorize all or any part of such distribution to:
  - (i) a legal guardian or conservator for such person;
  - (ii) a custodian under the Uniform Transfers to Minors Act, including any person or entity designated as such by us if such designation is permitted by applicable law;
  - (iii) a parent of such person; or
  - (iv) such person directly.
6. If you designate your legal spouse as your beneficiary, your spouse will be treated as the new Account Holder of your HSA upon your death. Your spouse can then avoid paying tax by complying with the rules regarding distributions for Qualified Medical Expenses.
7. If you do not designate your surviving legal spouse as your beneficiary, or your HSA passes to someone else, it ceases to be an HSA as of the date of your death, and the beneficiary may be subject to income tax on the fair market value of your HSA, reduced by any payments made for your Qualified Medical Expenses, if paid within one year of your death.

#### **ARTICLE VII - INVESTMENT OF AMOUNTS OUTSIDE OF HSA BASE BALANCE**

1. You authorize us to enter into one or more arrangements with unaffiliated trust companies, broker-dealers, investment advisers and record-keepers (collectively, "Investment Providers") to give you access to a variety of investments for your HSA. As long as your Base Balance exceeds any threshold we may establish from time to time, 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 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 Base 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 investment advice. If you invest, we are not responsible or liable for any investment decision you make or any investment loss you may suffer. The Further Investment Account Terms and Conditions are incorporated into and made part of this Agreement. If there is a conflict between this Agreement and the Further Investment Terms and Conditions regarding investment matters, then the Further Investment Terms and Conditions will control for such matters.

#### **ARTICLE VIII - PRIVACY**

1. We collect, process, and disclose your personal information in accordance with our policies and procedures which are outlined in our Notice of Privacy Practices. All information that you provide to us is subject to our privacy policies and Notice of Privacy Practices. A notice is provided to you in your welcome kit and is posted on our website at [bcbsvt.com/mymoney](http://bcbsvt.com/mymoney).
2. If your HSA is offered in conjunction with your program sponsor you agree, authorize and grant us permission to transfer your individual Base Balance information to your program sponsor or any third-party vendor used by your program sponsor for your access through your program sponsor's secured portal. You further agree we are not responsible for the security of your account information once transferred to the program sponsor or third-party vendor for use through your program sponsor's secured portal. You also agree any action taken regarding such transfer of information is being done for your benefit and to allow you access of your account information through your program sponsor's portal.

#### **ARTICLE IX - UNCLAIMED PROPERTY LAW**

1. Unclaimed property laws require us to turn over abandoned accounts to the applicable state, which is generally the state listed in the address for your HSA. Your HSA is usually considered abandoned if you have not performed at least one of the following activities for the period of time specified in the applicable state's unclaimed property law: made a deposit or withdrawal, written to us about the account, or otherwise shown an interest in the account, such as asking us to keep the account active. Please note that you may need to perform the activity, so automatic deposits and withdrawals may not be considered under your state's unclaimed property laws. Before we turn over an abandoned account, we may send a notice to the email address or physical address we currently show for your account. If mail we previously sent to either address was returned, we may not send this notice. If you have not made a deposit to or withdrawal from your account for a period of time that we consider substantial, then (unless prohibited by law) we may charge dormant account fees on the account in addition to regular monthly maintenance and other fees and we may stop paying interest on the account. If you re-establish contact with us, we do not have to reimburse you for these fees, and we are not liable to you for any interest that would otherwise have accrued on your account. We may also refuse to pay attempted withdrawals from the account unless

we can establish that they are being made at the direction of you or another authorized signer.

#### **ARTICLE X – FEES & COMPENSATION**

1. We assume and agree only to provide custodial and administrative services under section 223(a) and applicable regulations. You agree to pay the fees we charge for providing custodial and related administrative services in connection with your HSA. We may change the fees we charge by giving you notice. In addition, fees will change automatically under certain circumstances such as when your account status changes (e.g., from an employer sponsored or subsidized arrangement to an individual arrangement) or you change account options or add additional features (e.g., additional investment options that have a separate fee). If the IRS permits, and we agree, you may pay these fees directly upon receipt of our bill. Otherwise, we will deduct these fees from your HSA. You agree to pay fees for all services we provide through the date your HSA ends. If you pay our fees in advance, we will prorate the fees to the termination date and refund to you, or credit your HSA, the unearned fees. We may share fees and/or fee revenue with our contractors, including contractors that are our affiliates. Any direct fees paid by you or your HSA will be disclosed to you and your continued use of our services or the services of our contractors will be considered approval of such fees. In addition, you agree that we may keep, as additional compensation for the custodial and related administrative services we provide, any credit, interest or other earnings we receive on your Base Balance in excess of the amount of interest that we may credit to your HSA from time to time. Also, we or our contractors may receive interchange fees from parties other than us for use of HSA debit cards. The interchange fees may vary, but in all cases will be equal to or less than the highest possible fee allowed for all card transactions. Neither you nor we are responsible for the payment of any interchange fee and such fees may not be deducted from your HSA.
2. In the event your account has a zero balance and also has outstanding fees you understand that we, in our sole discretion, may convert your account to a different HSA product to avoid generating additional fees to your account or close your account.
3. We earn compensation in connection with your HSA investments from the administrative fee charged to you. The fee may be a fixed amount disclosed on our fee schedule or a fixed annual percentage of the value of your investments based on your average daily balance. The fee will be deducted automatically from your account.
4. For HSA products with an FDIC insurance feature, contributions you deliver to us in your Base Balance are maintained in an aggregate account established at a Federal Deposit Insurance Corporation (FDIC) insured financial institution of our choosing. The interest rate for the month we agree to pay you will generally be lower than the rate paid by the financial institution on the aggregate deposit and will be disclosed to you in your on-line account transaction history and (where applicable) in periodic account statements. We reserve the right in our sole discretion to change the rate of interest we credit on Base Balance we hold at any time and to establish and apply different rates of interest depending on the amount of balance. We may receive additional 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. Prime Rate (as published in the Wall Street Journal).
5. We hold all non-FDIC HSA cash contributions you deliver to us in your Base balance as a deposit fund item in our general account. We guarantee the payment of non-FDIC HSA base balances we hold and any interest we credit to your Base Balance. The interest rate for the month will be disclosed to you in your on-line account transaction history and (where applicable) in periodic account statements. We reserve the right in our sole discretion to change the rate of interest we credit on HSA account balances we hold at any time and to establish and apply different rates of interest depending on the amount of balance. You are not exposed to any investment risk on HSA account balances we hold beyond our ability to repay your deposit plus the stated rate of return. You have no right to share in any investment income, gains or losses we may experience in our general account assets. As a life insurance company regulated under Minnesota law, our general account is subject to review at all times by the Minnesota Department of Commerce and subject to the limitations of the Minnesota Insurance Code. The guarantees we provide are based on our continued claims paying ability. We are not a bank. Base Balances we hold are not bank deposits and are not insured or guaranteed by the Federal Deposit Insurance Corporation or any government agency.

#### **ARTICLE XI - TERMINATION**

1. We may terminate this Agreement at any time by giving written notice to you.
2. We may also close an account that we determine to be inactive with a balance less than an amount we determine to be nominal without notice to you and may use the residual balance as an offset to any account closing fee. If the Agreement is terminated, we will cancel any outstanding debit card associated with your account at the time of termination. If we distribute the assets, you are responsible for the tax consequences of the distribution. 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 Agreement is terminated, we may charge to your HSA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to, one or more of the following;

- (i.) Any fees, expenses or taxes chargeable against your HSA;
  - (ii.) Any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your HSA.
3. We may resign as custodian, without your consent, upon written notice to you. Upon our resignation, we will either appoint a successor custodian, ask you to appoint a successor custodian, or we will distribute the remaining assets in the HSA to you.
  4. If we resign as custodian we may appoint a successor custodian of our choosing. 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 Agreement pursuant to this Article XI. If you do not exercise your right to terminate this 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 a copy of the new custodial agreement and related documentation.

#### ARTICLE XII – HSA ACCOUNT HOLDER RESPONSIBILITIES

1. In addition to your other agreements set forth herein, you represent, acknowledge, and agree to the following:

- (i.) To provide us with complete and accurate information including updates to your account profile and demographic information and we may rely on the information provided by you or an authorized user without any obligation to verify or determine the validity of such information.
- (ii.) That you are eligible to contribute funds to and receive distributions from an HSA. Information on HSAs can be found at [www.irs.gov](http://www.irs.gov) or IRS Publication 969. If you are unsure, please contact your health plan or tax advisor;
- (iii.) To review, understand, and follow all materials and information provided by us;
- (iv.) That we may not accept contributions, other than rollover contributions, that exceed the maximum annual family contribution limit.
- (v.) If you elect to receive and use a debit card in conjunction with this account, you agree to review and accept the debit card terms and conditions statement that will be supplied with the debit card. If you authorize a spouse or another third party to use the debit card, you agree to be responsible to inform the authorized individual of the purpose of the account, the rules governing use of the funds, and agree to indemnify and hold harmless us from any Losses resulting from the actions of the Authorized user.
- (vi.) You are solely responsible for any investment decisions you make with respect to amounts in your HSA.
- (vii.) You are solely responsible for any taxes, interest, penalties and other expenses which may be payable under applicable law in connection with your HSA. Because of the unfavorable tax consequences that could result from improper or mistaken establishment or use of any HSA, you may wish to consult with an attorney or other qualified tax professional before executing the HSA Application.
- (viii.) You agree to review and accept the Further Policy information that will be supplied to you initially at enrollment and updated periodically thereafter. It can also be found on our website [bcbsvt.com/mymoney](http://bcbsvt.com/mymoney) or by contacting our customer service team at 866-999-2605, Monday through Friday from 8 a.m. to 9 p.m. eastern time.
- (ix.) Assist us as necessary to comply with state and federal laws.

#### ARTICLE XIII – MISCELLANEOUS

1. You shall defend, indemnify, and hold us harmless, including our Affiliates and our respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorney's fees, costs, and expert witnesses fees) ("Losses") to the extent arising out of (a) liabilities we incur by reason of any action we take in good faith under this Agreement except to the extent caused by our willful misconduct, fraud, or bad faith a Party's gross negligence or willful misconduct in performing any of our obligations under this Agreement, or (b) for following your directions or not taking any action if you do not provide any direction (c) for the actions of an authorized user to your account (d) for any taxes or losses that you incur in connection with your HSA.
2. In no event and under no circumstances shall we be liable for any special, incidental, consequential, punitive or indirect damages, including without limitation, loss of profits, even if a party has been advised of the possibility of such damages.
3. The rights, duties, and obligations of both you and us with regard to your HSA

are governed exclusively by this Agreement. We may amend this Agreement from time to time, and such amendments will become effective on the date stated in the notice regarding such amendment. We will provide you with electronic notice of any such amendment, unless you have elected otherwise in your online profile, at least 30 days before the amendment becomes effective. If any provision of this Agreement is found to be in conflict with the IRC or other laws, the IRC or such other laws will supersede that provision. You may not amend this Agreement without our written consent.

4. **Electronic Communications.** By submitting your HSA Application to us, you consent to receiving electronic communications, which include any disclosure, notice, agreement, statement, schedule of fees, explanation of services, inquiry responses, or any other communication regarding your HSA (collectively, "E-Communications"). We will provide such E-Communications to you via email, by text message, or on the member portal at [bcbsvt.com/mymoney](http://bcbsvt.com/mymoney). E-Communications sent via email will be delivered to the email address registered to your HSA. If an E-Communication is sent via email or text and is returned as undelivered, we may use any other email address or mobile device number that we have for you. You must notify us of any change in your email address or mobile device number by logging into the member portal at [bcbsvt.com/mymoney](http://bcbsvt.com/mymoney) or by contacting customer service at the number provided herein. Unless otherwise required by law, you agree that any E-Communication will be deemed received by you when sent by any means set forth above. You may withdraw your consent to receive E-Communications by contacting customer service. You may also contact customer service to request a paper copy of any communication provided electronically.
5. In order to properly access and retain your E-Communications you must have (i) a personal computer (with monitor) or mobile device capable of accessing the Internet, displaying visual content, and sending and receiving emails; (ii) access to a printer capable of printing copies of emails for your records (if you desire paper records); (iii) sufficient computer or mobile device hard drive, or cloud-based storage capability, capable of storing data, if you wish to store E-Communications; (iv) an Internet browser that supports 128-bit encryption; and (v) a software program that accurately displays PDF files. For E-Communications provided in PDF format, Adobe Acrobat Reader 6.0 or later versions is required, a free copy of which may be obtained from the Adobe website at <https://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, we will notify you of the new hardware/software requirements.
6. We may amend this HSA Custodial Agreement at any time. This Agreement shall be construed and interpreted in accordance with the laws of the state of Minnesota, except to the extent federal law applies. Any action brought upon or relating to this Agreement shall be instituted and litigated in the state courts located in Dakota County, Minnesota, or the federal district court therefore, and each party waives the right to change the venue.
7. You agree that any dispute related to or arising from this Agreement or the HSA will be subject to mandatory, binding arbitration under the rules of the American Arbitration Association in Dakota County, Minnesota or such mutually agreed upon location. For disputes under \$10,000, the arbitration may be conducted in person, by telephone or based on written submissions. Notwithstanding anything to the contrary in this Agreement, you may choose to file a case in small claims court for any dispute that could have been resolved in such a venue in your jurisdiction. We shall have the right to bring suit against you in a court of competent jurisdiction for the recovery of sums owed to us under this Agreement, including but not limited to, fees, costs, overdrafts, expenses, and sums paid by us in error to or for the benefit of the HSA. All of our costs, expenses, legal expenses and court costs, time and compensation costs may be collected by us from your HSA.
  - (i.) YOU ARE HEREBY NOTIFIED THAT BY ACCEPTING THIS AGREEMENT YOU AGREE AND ARE WAIVING ALL RIGHT UNDER STATE OR ANY OTHER LAW TO CLASS OR COLLECTIVE ACTIONS, INCLUDING CLASS ARBITRATION.
  - (ii.) If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision or the Agreement.
8. This Article XIII will survive termination of this Agreement.
9. If we change our name, reorganize, 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 it is qualified under the IRC to serve as an HSA custodian or trustee. If the new organization is not qualified to be an HSA custodian or trustee as required by IRC Section 223, the HSA will be terminated effective as of the date the new organization takes control and all funds in your HSA will be distributed in accordance with the termination provision set forth herein. In addition, notwithstanding anything herein to the contrary, we reserve the right to assign your HSA without your prior consent, provided that such assignee is qualified under the IRC to be an HSA custodian or trustee. We will notify you if we assign your HSA to another custodian or trustee. We may, without your authorization, engage the services of a third party to assist us with the services provided under this Agreement.