

Health Savings Account (HSA)

User Guide and Welcome Packet



A large, faint, light blue piggy bank is centered in the background of the page. It is a classic piggy bank shape with a coin slot on top and a small tail.

Health Savings Accounts

Managed by McGriff

We are happy to provide this guide with details and information on how to get the most from your Health Savings Account (HSA) benefit.

For more information, contact our Customer Care Team, M-F, 8 a.m. - 8 p.m. ET:

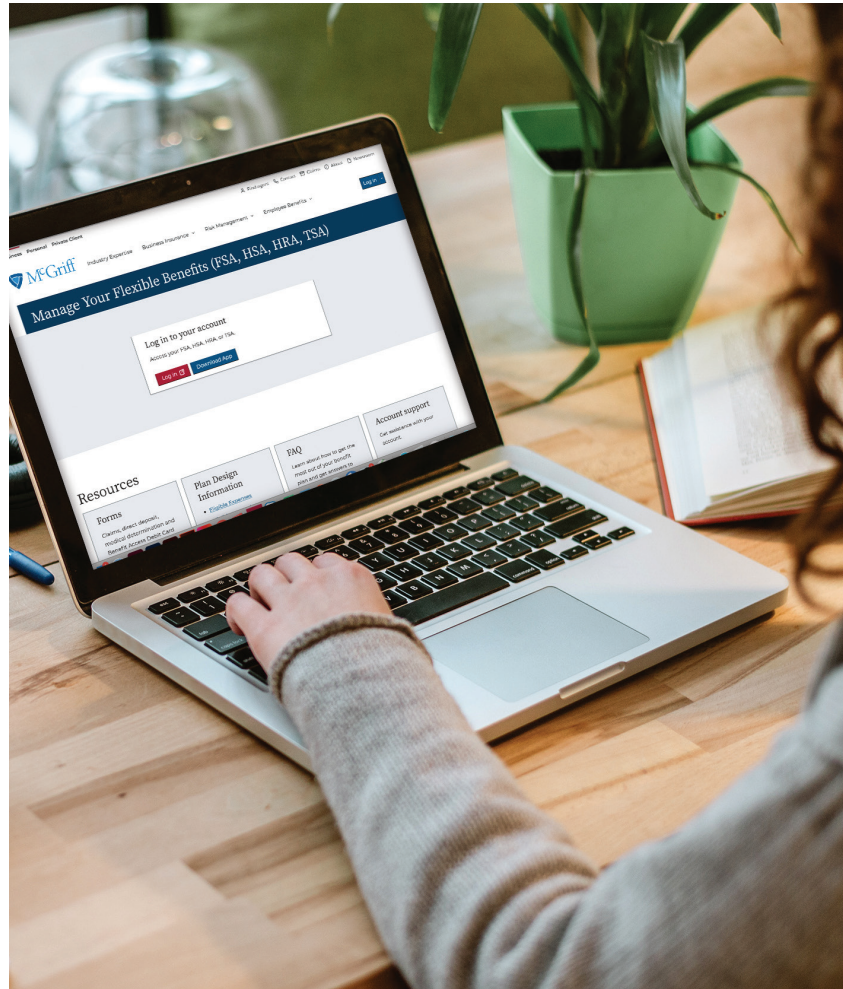
- Email: Flexinquiry@mcgriff.com
- Phone: (800) 768-4873 or (800) 930-2441

Quick Start Guide

How to Set Up and Use Your HSA

1. Set up your McGriff HSA online account

- Visit www.mcgriffinsurance.com/flex, click *Log In*.
- **Username:** The first time you login, your default username is your Last Name + Last 5 digits of your Social Security number + your First Name Initial.
- **Password:** Your default password is your Home Address Zip Code + Last Name + Last 5 digits of your Social Security number.
 - You will be prompted to change your Username and Password along with creating security questions on the first login.
- **Add your email address:** From the home page under the *Profile* tab, you will find links to update your personal information including adding your email address.
- **Set up Direct Deposit:** After you set up your personal bank account, you will receive HSA distributions electronically without the delay of paper checks and you can make contributions to your HSA with your personal bank account.



2. Download the McGriff Benefit Access Mobile App

- Go to your Apple or Android Mobile App Store on your phone and search for “McGriff Benefit Access.”
- Select and install the application, then enter your username and password (same password used to access your online account).
- Enter a 4-digit passcode to login (you will be asked to re-enter it to confirm on first login). After the initial log in, you will be asked to enter only your 4-digit passcode in the future.

3. Use your Benefit Access Debit Card for Eligible Purchases

After enrolling in an HSA, two McGriff Benefit Access Debit Cards will be mailed to your home address. Once activated, the cards work just like any other credit/debit card, except you use this card for HSA-eligible expenses. Payments are automatically deducted from the HSA and the provider/vendor is paid. For an HSA, you do not have to submit card receipts to substantiate the transaction. However, we recommend you save card receipts for tax purposes.



4. Start Saving (or Spending)

It's up to you. You can save money in your HSA for future medical expenses and even for retirement, or you can spend your funds on qualified medical expenses. Visit the HSA Store or Health Shopper websites to shop for HSA-eligible items. Links to both sites are available on the HSA portal and the Mobile App.



5. Customer Care

If you have questions about your account, please contact our Customer Care team at **(800) 768-4873** or **(800) 930-2441**, Monday-Friday, 8 a.m. – 8 p.m. ET or by sending an email to **FlexInquiry@mcgriff.com**.



HSA Advantages

- **Your HSA is exactly that - yours.** Use your funds at any time for eligible medical expenses. And your HSA stays with you, even if you change jobs.
- **The money you contribute to your HSA is tax-free,** when you put it in and when you take it out to pay for qualified medical expenses. That means an HSA could reduce your taxable income.
- **The money in your HSA grows tax-free.** Once your balance reaches the investment threshold (\$2,000), you can begin investing in mutual funds. If you earn money on your investments, you don't pay income tax on that money, either.
- **The HSA money you spend is tax-free,** as long as it's spent on eligible medical expenses.
- **When you turn 65, you can withdraw and use your HSA funds, tax-free,** for qualified medical expenses. And when used for non-eligible purposes, your HSA funds are subject to ordinary tax rates.

HSA Frequently Asked Questions

How do I update my personal information?

- From the Consumer Portal home page, under the *Profile* tab, you will find links to update personal information including address, email, marital status, dependents, and beneficiaries.
- Click the appropriate link on the *Profile* screen for your update - *Update Profile* or *Add/Update Dependent* or *Add Beneficiary*. Some profile changes will require you to answer an additional security question. Complete your changes in the form. Click *Submit*.

How do I change my login and/or password?

- From the home page, under the *Profile* tab, click *Login Information* on the left-hand navigation bar.
- Follow instructions on the screen. (For a new account, the first time you log in, you will be prompted to change the password that was assigned.)
- Click *Save*.



How do I access my HSA funds?

There are two convenient ways to access funds:

- 1.) The easiest way is to pay for qualified expenses with your McGriff HSA Benefit Access Debit Card.
- 2.) Or you can pay for an eligible expense out of your pocket, then reimburse yourself from your HSA through the portal or Mobile App.

We recommend you keep all receipts, documentation, and insurance carrier Explanations of Benefits (EOBs) for any expense reimbursed from your HSA in the event of an IRS audit. Documentation should include: (1) patient name; (2) service provider's name; (3) date of service; (4) description of service; (5) expense including your patient responsibility.

How does my McGriff Benefit Access debit card work?

- You will be issued two debit cards that can be used to access your HSA funds and any other McGriff Flex account you are enrolled in. Give the second card to a spouse or adult dependent, or keep it as an alternate card. Activate and sign the back of both cards upon receipt.
- Debit cards are valid for five years, so be sure to keep them through the expiration date. If you request a replacement or additional cards, you will be charged a \$5 fee.
- It is your responsibility to report a lost or stolen card to McGriff. If you fail to notify McGriff immediately, you may be responsible for all amounts paid up to the date you report the loss.
- You may use your McGriff Benefit Access debit card anywhere VISA® is accepted. It works like any debit card except for two important differences:
 - The HSA debit card is limited to **healthcare merchants** that provide medical/dental/vision products or services. It is also accepted by daycare, parking, and transit providers if you are enrolled in one of these benefit plans. Use the card at dental and vision providers if you are enrolled in a Limited Flexible Spending Account.
 - **NOTE: The card will not work at businesses that do not provide any medical products or services, such as gas stations, department stores, and restaurants.**
- You cannot use the debit card at an ATM or for “cash back” when making a purchase.
- Funds in your HSA account belong to you and you are responsible for managing your HSA. If you use your HSA funds for qualified medical expenses, distributions are completely tax-free. However, if you use your HSA funds for non-medical expenses, you will have to pay taxes plus an additional 20% penalty on the non-allowable purchase. The 20% penalty no longer applies once you reach age 65.



How do I access my HSA funds using the online portal?

Use the online portal to pay a bill, transfer funds from your HSA to your personal checking account, or request a distribution from your HSA. Log into your account at www.mcgriffinsurance.com/flex and select *Make an HSA Transaction*.

How do I report a debit card missing and/or request a new card?

From the home page, under the *Profile* tab, click the *Banking/Cards* link on the left side of the screen. Under *Debit Cards*, click *Report Lost/Stolen* or *Order Replacement* and follow the instructions. A \$5 replacement card fee will be deducted from your account.

Are HSA statements available online?

Your monthly HSA Account Summary report can be found by clicking on the *Statements & Notifications* tab under *HSA Account Summaries*. The three most recent summaries will be displayed, or you can click on *View All* to see additional summaries. An HSA Investment Account Summary can be found on the Investment Portal under *Investment Account Summary*.

Are HSA tax documents available online?

For tax documents, click on the *Statements & Notifications* tab and choose *HSA Tax Documents*. All tax documents will be accessible here, including corrections or updates.

Where can I find HSA forms and resources?

Forms are found under the *Tools & Support* tab. Additional resources, such as FAQ's, and information about interest rates and how to invest funds, are under the *Tools & Support* tab.

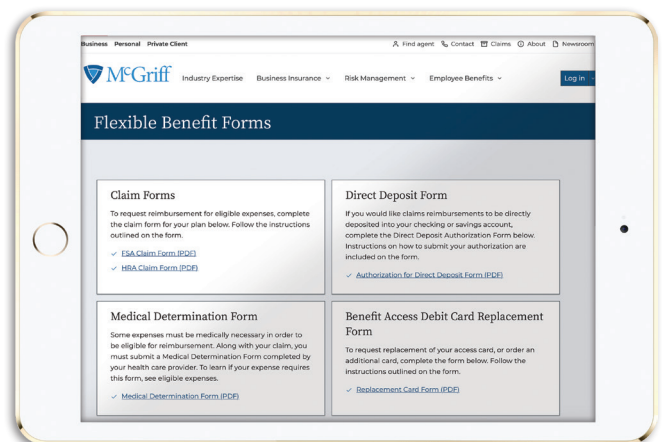
Can I contribute more funds to my HSA other than through payroll deductions?

Yes! You may contribute to your HSA by transferring funds from your personal bank account. Make sure to report the contribution on your tax return to claim your deduction at tax filing time.

- To make a contribution from a personal bank account to your HSA, select *Make HSA Transaction* in the *I Want To* section of the home page.
- If you have a bank account on file, you may use that as your contribution account. If you do not, select the link to *Add a New Bank Account*.
- You may make a one-time or recurring contribution. Complete the transaction information and follow the remaining steps of the online HSA transaction wizard.
- The contribution amount will be deducted from your personal bank account within 1-3 business days of your request, and the money will become available in your HSA as soon as it is deposited.

What happens if my employment terminates or I lose eligibility to participate in the plan(s)?

You may retain your HSA with McGriff if you terminate employment or otherwise lose your eligibility to participate. McGriff will deduct a \$3.00 monthly fee directly from your HSA account. If you retain qualifying HDHP medical coverage (through COBRA or another employer), you will be permitted to continue making tax-favored contributions to your HSA.

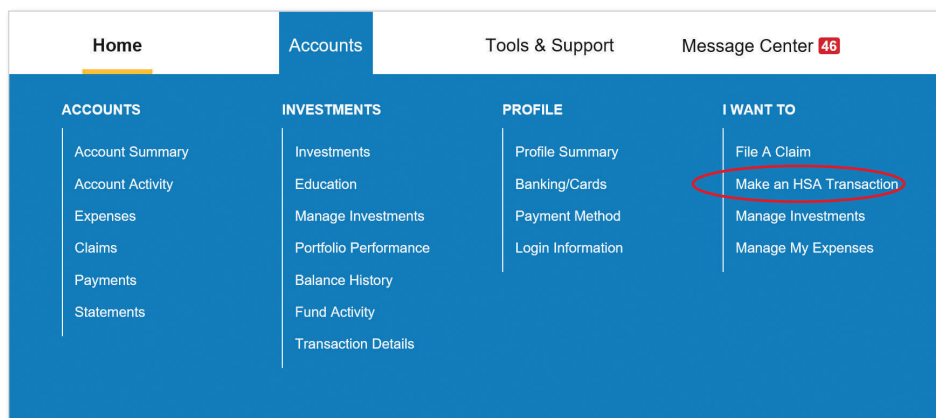


What investment options do I have for my HSA?

- Initially, your HSA funds will be held in a bank deposit account (your “cash account” or “cash balance”) that will earn interest based on tiered interest rates that increase as you reach specified balance levels. These funds are insured by the FDIC to the maximum extent provided by law.
- We require that you maintain a minimum cash balance of \$2,000, but you may invest funds above that amount in any one of 36 mutual funds available to you through your HSA Sweep Investment Sub-Account. You also have the option to open a Self-Directed Brokerage Account and invest in individual securities.
- You may change your HSA investment threshold to any amount higher, but not lower, than the standard \$2,000. Also, since mutual fund investments require a minimum investment of \$100, this means that your cash balance must exceed the investment threshold amount by at least \$100 before you can invest.
- To illustrate, if your cash balance is \$2,500 with an investment threshold of \$2,000, the excess of \$500 will be swept to your HSA Sweep Investment Sub-Account. The automatic sweeps will occur on each business day when your cash balance exceeds your investment threshold amount by \$100 or more.

How do I set up my account to invest in mutual funds?

- From the Consumer Portal home page, access the *Investments Summary* page by clicking on the *Manage Investments*, button from the *I Want To* section or click on *Manage Investments* from the *Accounts* menu.
- Once you get to the summary page, select the *Manage Investments* button on the left-hand side of the screen.
- Select *Update* next to *Auto-Transfers* to or from an Investment Account.
- Enter the dollar amount (above the noted minimum) to set as a “cash threshold balance” for your investments to automatically transfer between cash and investments ongoing. You can change this at any time.
- Don’t forget to set your investment allocation. See “*How Do I Change My Investment Elections?*”



Any mutual funds that you purchase in your HSA Sweep Investment Sub-Account are not FDIC-insured, are not a deposit or other obligation of the HSA custodian bank (Truist), are not guaranteed by Truist or any of its affiliates, including McGriff Insurance Services, Inc., and are subject to investment risk, including the possible loss of the principal amount invested and any investment gains.

How do I change my investment elections?

- To setup or change your investment elections for future contributions to your investment account, click on *Manage Investment* from the *Accounts* tab.
- Click on the *Update* button next to *Update Fund Allocation*. Select any of the *Update Election* options. You can choose to allocate funds among any of the listed investment options by entering the specific percentage in the box to the right. Please note any changes you make will affect your investment elections for future contributions, but will not change how the current balance in your HSA is invested.

Investments / Manage Investments

You can manage your investment accounts in one of several different ways. What would you like to do?

- One-Time Transfer To your Investment Account:** [Transfer](#)
Allows you to perform a manual transfer from your cash account to your investment account. You can transfer based on your election or choose one fund. If Auto-Transfers are enabled, they will be turned off if you perform a manual transfer.
- One-Time Transfer From your Investment Account:** [Transfer](#)
Allows you to perform a manual transfer from your investment account to your cash account. You can transfer based on your election or choose one fund. If Auto-Transfers are enabled, they will be turned off if you perform a manual transfer.
- Auto-Transfers to or from an Investment Account:** [Update](#)
Turn transfers on or off to or from your investment account, as well as change the threshold amount that controls automatic transfers to your investment account.
Investment Transfer Threshold: \$2,000.00
- Update Fund Allocation:** [Update](#)
Change how your investment funds are currently allocated.
- View Requested Changes:** [View](#)
View your requested pending or processed transactions.

How do I sign up to enroll in the HSA brokerage account (HSBA)?

- Note: You must follow the above instructions and have at least one investment sweep before you can enroll.
- From the home page, access the *Investments Summary* page by clicking on the *Manage Investments*, button from the *I Want To* section or click on *Manage Investments* from the *Accounts* menu.
- Select *Enroll* from the *Open Brokerage Account* menu option.
- Follow the steps to complete the online enrollment.
- Upon submitting the online application, your new HSBA account number will be displayed and you will be re-directed to register your account for online access.
- From the login page, select *Register* to complete the set up for online access. You will need to input your SSN, new HSBA account number, date of birth, and home phone number for this step.
- This completes the enrollment process.
- Within 1-2 business days, you will be notified via the Message Center on the McGriff Consumer Portal that the Health Savings Brokerage Account is available.

HSBA Application

Consent to Online Application Process

Opening your HSBA is a multi-step process. Filing out the HSBA Application, an online version of the Schwab Health Savings Brokerage Account (HSBA) Participant Limited Power of Attorney (LPOA), will take you through a series of screens. Be sure to complete all screens, then wait approximately 30 seconds for your new HSBA account number before completing the application process.

With Schwab's paperless process, you can electronically sign your account application and submit it entirely online. Please provide your consent below to use our paperless application process.

By proceeding with this process, you consent to:

- Sign the account agreement by electronic means*
- Electronic delivery of our privacy policy, account application (including its terms and conditions) and related disclosures**
- Electronic delivery of the cash Transfer Disclosure.

* To provide you the most efficient and secure online access, we recommend that you use or upgrade to the latest available software. This site works best using one of the following web browsers, configured to accept and having JavaScript enabled: Apple Safari, Microsoft Internet Explorer or Mozilla Firefox. Other web browsers may not work. However, other browsers may experience technical difficulties. By selecting "I Agree" below, you demonstrate and affirm that you can access this information electronically. At different steps in the application process, you may print the application, privacy notice and prospectus to retain them for your records. If you do not have a printer, you may complete the application online and at the end of the process request that one be mailed to you or no charge. This is an one-time consent for this electronic account application process only.

Yes, I consent to the paperless application process and the associated electronic records as explained to me.

[Continue](#)

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How do I login or manage my brokerage account?

- Click on *Manage Investments* from the *I Want To* section.
- Click on the *Accounts* tab at the top of the home page and select *Manage Health Savings Brokerage* menu item from the *Manage Investments* Page.

Home Accounts Tools & Support Message Center

Investments / Manage Investments

You can manage your investment accounts in one of several different ways. What would you like to do?

- One-Time Transfer To your Investment Account:** [Transfer](#)
Allows you to perform a manual transfer from your cash account to your investment account. You can transfer based on your election or choose one fund. If Auto-Transfers are enabled, they will be turned off if you perform a manual transfer.
- One-Time Transfer From your Investment Account:** [Transfer](#)
Allows you to perform a manual transfer from your investment account to your cash account. You can transfer based on your election or choose one fund. If Auto-Transfers are enabled, they will be turned off if you perform a manual transfer.
- Auto-Transfers to or from an Investment Account:** [Update](#)
Turn transfers on or off to or from your investment account, as well as change the threshold amount that controls automatic transfers to your investment account.
- Update Fund Allocation:** [Update](#)
Change how your investment funds are currently allocated.
- View Requested Changes:** [View](#)
View your requested pending or processed transactions.
- Manage Brokerage Account:** [Manage](#)
View investments, buy, sell, and trade funds from your brokerage account.

HSA Custodial Agreement and Disclosure

November 2020

Introduction; Roles of Parties

The individual referred to throughout this HSA Custodial Agreement and Disclosure as the "Accountholder" (also referred to herein using pronouns such as "you" and "your") is establishing this Health Savings Account ("HSA" or the "Account" or the "custodial account") exclusively for the purpose of paying or reimbursing Qualified Medical Expenses of the Accountholder, his or her spouse, and Dependents. For married persons, each spouse who is eligible to open an HSA and wants to contribute to an HSA must establish his or her own account. The Accountholder establishes the Account by completing the electronic and/or paper enrollment process prescribed by the HSA plan sponsor, which is the Accountholder's employer. The "Custodian" of the Accountholder's HSA funds is Truist Bank (the "Bank" or "Truist" or "Custodian"). The Custodian and its affiliate McGriff Insurance Services, Inc. ("McGriff" or "Third Party Administrator" or "TPA"), which is a subsidiary of Truist Insurance Holdings, Inc., have entered into an arrangement whereby the TPA handles certain recordkeeping and administrative responsibilities in connection with the HSA. When pronouns such as "we," "us" and "our" are used in this Agreement, they may refer to either the Custodian or the TPA or to both of them collectively. The Custodian and/or the TPA may also utilize such third-party service providers (for example, investment fund providers and software/systems providers) as they deem necessary or desirable in connection with the administration of your HSA. All HSA funds handled by McGriff will be held in one or more interest-bearing "omnibus" common trust or investment fund accounts or sub-accounts in McGriff's name at the Bank, except to the extent the Accountholder chooses to have a portion of the funds swept into mutual fund investments by opening a Sweep Investment Sub-Account as described elsewhere herein. The records showing the interests of each Accountholder (balances, transaction histories, etc.) may be accessed via the online portal, and statements, tax information and other account information will be provided to the Accountholder by McGriff. The Accountholder may access account information (including cash balances, value of any investments, and total available balance) and convey questions or instructions concerning the HSA through <https://www.mcgriffinsurance.lh1ondemand.com> or the McGriff Call Center.

By enrolling in the HSA program that is the subject of this Agreement, the Accountholder agrees to the arrangement described in the preceding paragraph and designates the TPA as its representative/intermediary for all purposes under the Agreement, including, without limitation, (i) receiving contributions to the HSA and forwarding them to the Bank, (ii) making distributions from the HSA requested by the Accountholder, and (iii) transmitting other Accountholder instructions concerning the HSA to the Bank.

Definitions

Certain terms used in this Agreement, which are not defined elsewhere herein, shall have the following meanings:

1. "Agreement" means this Health Savings Account Custodial Agreement and Disclosure booklet, including all provisions set forth under the headings of "Health Savings Account Custodial Agreement," "Health Savings Account Additional Terms and Conditions," and "Health Savings Account Disclosure Statement," as any of the foregoing may be amended from time to time.
2. "Archer MSA" means an Archer Medical Savings Account, as defined in Code Section 220(d).
3. "Beneficiary" means the beneficiary or beneficiaries named by the Accountholder to receive the funds remaining in the Account upon the Accountholder's death.
4. "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time, and any regulations thereto.
5. "Dependent" means a dependent, as defined in Code Section 152 (determined without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B)), of the Accountholder.
6. "Family Coverage" under an HDHP is coverage that is not Self-Only Coverage.
7. "HDHP" or "High Deductible Health Plan" means a plan described in Code Section 223(c)(2). (See Section III.A. of the Disclosure Statement portion of this Agreement for more information regarding when an insurance plan qualifies as a High Deductible Health Plan under Code Section 223(c)(2)).
8. "HSA" or "Health Savings Account" means a health savings account, as defined in Code Section 223(d).
9. "IRS" means the Internal Revenue Service.
10. "Qualified Medical Expenses," as defined in Code Section 223(d)(2), means amounts paid for certain specified (but not all) expenses related to medical care. (See Section VII.B. of the Disclosure Statement for further information regarding Qualified Medical Expenses.)
11. "Rollover Contribution" means a contribution of a distribution described in Code Sections 220(f)(5) or 223(f)(5) from an Archer MSA or an HSA, respectively, benefiting the Accountholder and made to the Account within 60 days after the date of the distribution from the Archer MSA or HSA.
12. "Self-Only Coverage" is coverage under an HDHP covering only the Accountholder and does not include Dependent or spousal coverage.

Form 5305-C

Under Section 223 of the Internal Revenue Code

Purpose of Form 5305-C

IRS Form 5305-C, on which this section of the Agreement titled "Health Savings Account Custodial Agreement" is based, is a model custodial account agreement that has been approved by the IRS, with permissible additional provisions that may be agreed to between the Custodian, TPA and Accountholder. The model agreement provisions provided by the IRS, with minor modifications, are contained below in Articles I through X. The additional provisions added by the Custodian and TPA are contained in Articles XI through XV. Also, further provisions applicable to your HSA are contained below under "Health Savings Account Additional Terms and Conditions."

You do not file Form 5305-C or any part of this Agreement with the IRS. Instead, keep the Agreement with your records.

For more information on HSAs, see Notice 2004-2, 2004-2 I.R.B. 269, Notice 2004-50, 2004-33 I.R.B. 196, Pub. 969, Health Savings Accounts and Other Tax-Favored Health Plans, and other IRS published guidance.

Accountholder Representations of Eligibility

By enrolling in the HSA program that is the subject of this Agreement, the Accountholder represents that, unless this Account is used solely to make Rollover Contributions as defined below, he or she is eligible to contribute to this HSA, including that he or she: (1) is covered under a High Deductible Health Plan ("HDHP"); (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions described herein for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a Dependent on another person's tax return.

Agreement

The Accountholder, the Custodian and the TPA make the following Agreement:

Article I

1. The TPA or Custodian will accept cash contributions for the tax year made by the Accountholder or on behalf of the Accountholder (by an employer, family member or any other person). The TPA or Custodian may refuse to accept any contribution if it becomes aware that such contribution would exceed the maximum amount for Family Coverage plus the catch-up contribution (for individuals reaching age 55 before the close of the tax year). However, it is solely the Accountholder's responsibility to determine whether a contribution would exceed the applicable limits. For more information, see Article III below and the "Excess Contributions" section of the "Health Savings Account Disclosure Statement" portion of this document.
2. Contributions for any tax year may be made at any time before the deadline for filing the Accountholder's federal income tax return for that year (without extensions).
3. Rollover Contributions from an HSA or an Archer MSA (unless prohibited under this Agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.
4. Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit set forth in Article II.

Article II

1. The maximum annual contribution limits for the two most current years for Accountholders with Self-Only Coverage and Accountholders with Family Coverage are set forth in the most recent HSA Pricing Guide which is made available to you periodically (hereinafter, the "Pricing Guide"). These limits are subject to annual adjustments.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. An additional catch-up contribution may be made for an Accountholder who is at least age 55 or older and not enrolled in Medicare. This figure will be reflected on your Pricing Guide.
4. 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.

Article III

It is the responsibility of the Accountholder to determine whether contributions to the HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to the HSA exceed the maximum annual contribution limit, the Accountholder shall notify the TPA that there exist excess contributions to the HSA. It is the responsibility of the Accountholder to request the withdrawal of the excess contributions and any net income attributable to such excess contributions.

Article IV

The Accountholder's interest in the balance in this custodial account is non-forfeitable.

Article V

1. No part of the custodial funds in the Account may be invested in life insurance contracts or in collectibles as defined in Section 408(m) of the Code.
2. The assets of the Account may not be commingled with other property except in a common trust fund or common investment fund.
3. Neither the Accountholder nor the TPA or Custodian will engage in any prohibited transaction with respect to the Account (such as borrowing or pledging the Account or engaging in any other prohibited transaction as defined in Section 4975 of the Code).

Article VI

1. Distribution of funds from the HSA may be made upon the direction of the Accountholder.
2. Distributions from the HSA that are used exclusively to pay or reimburse Qualified Medical Expenses of the Accountholder, his or her spouse, or Dependents are tax-free. However, distributions that are not used for Qualified Medical Expenses are included in the Accountholder's gross income and are subject to an additional 20 percent tax on that amount. The additional 20 percent tax does not apply if the distribution is made after the Accountholder's death, disability, or reaching age 65.
3. The TPA or Custodian is not required to determine whether the distribution is for the payment or reimbursement of Qualified Medical Expenses. Only the Accountholder is responsible for substantiating that the distribution is for Qualified Medical Expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

Article VII

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

1. If the Beneficiary is the Accountholder's spouse, the HSA will become the spouse's HSA as of the date of death.
2. If the Beneficiary is not the Accountholder's spouse, the HSA will cease to be an HSA as of the date of death. If the Beneficiary is the Accountholder's estate, the fair market value of the Account as of the date of death is taxable on the Accountholder's final return. For other Beneficiaries, the fair market value of the Account is taxable to that person in the tax year that includes such date. Certain factors may reduce the taxable value to either the estate or other Beneficiaries.

For more information, see the "Death; Designating Beneficiaries" section of the "Health Savings Account Disclosure Statement" portion of this document.

Article VIII

1. The Accountholder agrees to provide the TPA with information necessary for the Custodian to prepare any report or return required by the IRS.
2. The TPA agrees to prepare and submit any report or return as prescribed by the IRS.

Article IX

Notwithstanding any other Article that may be added or incorporated in this Agreement, the provisions of Articles I through VIII and this sentence are controlling. Any additional Article or provision in this Agreement that is inconsistent with Section 223 of the Code or IRS published guidance will be void.

Article X

This Agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance. Other amendments may be made in accordance with Article XIV.

Article XI

Except as noted below, funds in the Account shall be held in one or more interest-bearing "omnibus" accounts or sub-accounts which the TPA maintains with the Custodian and shall be insured by the Federal Deposit Insurance Corporation up to the Standard Maximum Deposit Insurance Amount.

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

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

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

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

Article XII

1. The Accountholder shall notify the TPA in writing (or by such other method as may be expressly permitted by the TPA) of any change of address or email address. Such change shall be effective upon the TPA's receipt of the notice.
2. The Accountholder shall fully indemnify the TPA and the Custodian from any and all liability which may arise in connection with the Account, except that which arises from the negligent conduct or willful misconduct of the TPA or Custodian. Other than as set forth in the preceding sentence or as otherwise provided herein, the TPA and Custodian shall not incur any liability of any nature in connection with the Account.
3. The Accountholder agrees to pay all fees specified in the Pricing Guide provided to the Accountholder or that are otherwise disclosed in advance to the Accountholder. The TPA may deduct its fees from the assets held in the Account. The TPA may amend or replace the Pricing Guide at any time by giving the Accountholder at least 30 days' prior written notice. Upon request, the Accountholder shall also reimburse the TPA or Custodian for all reasonable expenses, including legal expenses, that the TPA or Custodian may incur in connection with the administration of the Account.
4. The Accountholder shall have the right to terminate the Account by giving 30 days' prior written notice to the TPA; provided, however, that termination of the Account shall be effective only after any HSA payroll deductions and, if applicable, employer contributions are also terminated. The Accountholder may choose to convert the HSA to an individual HSA (i.e., one having no relation to the employer) with Truist as the Custodian, or the Accountholder may appoint a successor custodian or trustee that is authorized to act as such under the Code. As soon as practicable following receipt of written notice of such appointment, the Custodian and TPA shall transfer all assets and appropriate records of the Account to the successor custodian or trustee. The Custodian or TPA may, however, retain a portion of the assets of the Account as a reserve for the payment of anticipated remaining fees and expenses, and shall pay over any remainder of this reserve to the successor custodian or trustee upon satisfaction of such fees and expenses. The Custodian and TPA shall not be liable for the acts or omissions of any successor custodian or trustee, nor for any tax consequences the Accountholder may incur resulting from the transfer of HSA assets as described above. After the Custodian and TPA have transferred the assets and records of the Account as described above, they shall be relieved of all liability with respect to the Account.
5. In the event of a security breach or other incident involving unauthorized access to the Account (a "Breach"), the TPA and Custodian are authorized, in addition to providing any notifications to the Accountholder required by applicable law, to notify any third parties regarding the occurrence of the Breach as the TPA or Custodian deems necessary or appropriate in its reasonable discretion. Such third parties may include, without limitation, law enforcement agencies, financial regulators and/or the Accountholder's employer. Unless specifically authorized by the Accountholder in writing or as otherwise required by applicable law, such third-party Breach notices shall not contain any of the Accountholder's protected health information (as defined under HIPAA).

Article XIII

1. The TPA or Custodian, as applicable, shall (i) receive and invest contributions, (ii) hold and distribute assets and investments of the Account pursuant to the directions of the Accountholder, and (iii) keep appropriate records concerning the Account, including records of all receipts of funds, investments, disbursements and other transactions involving the Account.
2. The TPA shall send or make available to the Accountholder periodic reports or statements concerning the status of the Account. Such reports or statements may combine information concerning the HSA assets held in the cash account at Truist and, if applicable, any mutual fund investments. Statements normally will be made available online or mailed monthly. For those Accountholders for whom we have an email address, we normally send an email notice each month with a link to log in and view the latest statement online. For Accountholders for whom we do not have an email address or who have opted to receive paper statements, we will mail the statements. Certain other types of information including recent transaction histories, mutual fund prospectuses, and various other securities-related documents are available online only, at <https://www.mcgriffinsurance.lh1ondemand.com/>. In some situations, materials may be mailed to you upon your request, but only if you agree to pay a fee for that service. Also, certain types of notices concerning HSAs that do not require individual delivery to Accountholders may be posted on our website. The Accountholder agrees that the reports and statements provided by the TPA will be sufficient to comply with the rules and regulations regarding confirmation requirements for securities transactions, including transactions in mutual funds, and directs the TPA not to send notification of each individual transaction. **The Accountholder is hereby informed that he or she has the right**

- to receive individual confirmations for each securities transaction at no additional cost, and the Accountholder hereby waives that right and authorizes the TPA to instead provide information on securities transactions in the periodic reports or statements for the period involved, in the form regularly used by the TPA for such purposes.
- The TPA and Custodian shall have no responsibility for determining the tax effect of contributions to the Account by, or on behalf of, the Accountholder. Likewise, the TPA and Custodian shall have no responsibility for determining the tax effect of distributions from the Account to, or on behalf of, the Accountholder.
 - The TPA or Custodian shall not be obligated to commence or defend any legal action or proceeding in connection with the Account unless agreed upon by the TPA or Custodian and the Accountholder or their legal representatives.
 - The TPA and Custodian shall have the following powers and rights in addition to those stated elsewhere and/or granted by law:
 - to pay any tax attributable to any asset of the Account or any benefit or distribution paid from the Account; prior to release of any asset or distribution from the Account, the TPA or Custodian may require a release or similar document from the applicable taxing authority to protect itself from possible tax liability;
 - to employ suitable agents and counsel;
 - to perform any and all acts it deems necessary to effect the proper management of the Account; and
 - to begin, maintain, or defend any litigation necessary in connection with the administration of the Account, but the TPA or Custodian shall not be required to do so unless fully indemnified to its satisfaction.
 - The TPA and/or Custodian may resign and terminate this Agreement at any time upon 30 days' prior written notice to you. Upon receipt of notice of the Custodian's resignation, you must make arrangements to transfer your HSA to another organization that is qualified and willing to serve as your HSA custodian or trustee. If you do not complete a transfer of your HSA within 30 days from the date you receive the notice, the Custodian has the right to transfer your HSA assets to a qualified successor HSA custodian or trustee that it chooses in its sole discretion, or it may pay your HSA assets to you in a single sum.
 - If the Custodian changes its name, reorganizes, merges with another organization, or comes under the control of any federal or state agency, or if the entire organization (or any portion thereof which handles 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 a type of organization that is authorized by law to serve as an HSA trustee or custodian. If the organization is not a type of organization that is authorized by law to serve as an HSA trustee or custodian, then you must make arrangements to transfer your HSA to a qualified organization. If you do not complete a transfer of your HSA within 30 days from the date you receive notice of the event necessitating the transfer, the Custodian has the right to transfer your HSA assets to a qualified successor HSA custodian or trustee that it chooses in its sole discretion, or it may pay your HSA assets to you in a single sum.
 - When a successor custodian or trustee is named pursuant to section 6 or 7 above, the Custodian and TPA shall transfer all assets and appropriate records of the Account to the successor custodian or trustee. The Custodian or TPA may, however, retain a portion of the assets of the Account as a reserve for the payment of anticipated remaining fees and expenses, and shall pay over any remainder of this reserve to the successor custodian or trustee upon satisfaction of such fees and expenses. The Custodian and TPA shall not be liable for the acts or omissions of any successor custodian or trustee, nor for any tax consequences the Accountholder may incur resulting from the transfer or distribution of your HSA assets pursuant to the above provisions. After the Custodian and TPA have transferred the assets and records of the Account in any of the situations described above, they shall be relieved of all liability with respect to the Account.
 - The TPA and the Custodian shall have the right, power and authority to do each and every act and thing and to enter into and carry out each and every agreement with respect to the Account which may be necessary or advisable to discharge its responsibilities under this Agreement.

Article XIV

- This Health Savings Account Custodial Agreement includes and is intended to serve as the Internal Revenue Service's model custodial account agreement (IRS Form 5305-C). Certain additions have been made in accordance with Article XI of the model agreement and have been drafted with the intention that they comply with the provisions of Section 223 of the Code and any regulations thereunder. However, all tax consequences of the establishment of an Account under this Agreement, and the contributions to and distributions from the Account, are the responsibility of the Accountholder and the Accountholder's tax and legal advisors.
- The TPA and the Custodian shall have the right to amend this Agreement at any time, including retroactively, to comply with the requirements of the Code and other applicable laws. The TPA will provide notice to the Accountholder of any such amendment. Any other material amendments shall require the Accountholder's consent, by action or no action, and will be preceded by notice to the Accountholder. Unless otherwise required by law, the Accountholder shall be deemed to automatically consent to an amendment by continuing to maintain the Account after the TPA has sent or made available to the Accountholder notice of the amendment, which means that the Accountholder's written approval is not required for the amendment to apply to the Account.

Article XV

- Unless the Accountholder has expressly objected to the disclosure of such information, pursuant to Securities and Exchange Commission Rule 14b-2 promulgated under the Securities Exchange Act of 1934, as amended, the TPA is required to disclose to each issuer of securities held under this Agreement from time to time the Accountholder's name, address and holdings of securities of that issuer. To object to and prevent such disclosure under Rule 14b-2, the Accountholder must notify the TPA in writing.
- Any notice provided for in this Agreement shall be effective when the TPA or Custodian either (i) sends it to the Accountholder at the Accountholder's last known address in the TPA's or Custodian's records or (ii) makes it available to the Accountholder in electronic form by notifying the Accountholder how to access the notice via the Accountholder's last known email address in the TPA's or Custodian's records. Any notice to be given by the Accountholder to the TPA or Custodian must be sent either by U.S. Mail or using such other communication methods as the TPA or Custodian has approved, and shall be effective when the TPA or Custodian receives it.
- This Agreement shall be governed by federal law and regulations and, to the extent applicable, the laws of the State of North Carolina.
- The Account shall be maintained for the exclusive benefit of the Accountholder or his or her Beneficiaries and may not be attached or alienated, unless permitted by law.
- Notwithstanding Article VI, distributions of funds from the Account may be subject to reasonable restrictions on the frequency or minimum amounts of such distributions that may be established by the TPA or Custodian and communicated in advance to the Accountholder.
- The Accountholder may repay to the Account any amount distributed from the Account because of a mistake of fact due to reasonable cause that an expense paid or reimbursed by the Account was a Qualified Medical Expense, by no later than April 15 of the year following the year in which the Accountholder knew or should have known that the distribution was in error. The TPA and the Custodian may rely on the Accountholder's representation that the distribution was a mistake that qualifies for a return as provided herein.
- Notwithstanding Article I, the TPA or Custodian may require the Accountholder to furnish written evidence that any property comprising all or part of any Rollover Contribution qualifies as a "rollover contribution" under Code Section 223 prior to accepting the contribution as a rollover.
- The Accountholder acknowledges that he or she has received and read and agrees to all the terms of this Agreement, including this Health Savings Account Custodial Agreement and the Health Savings Account Additional Terms and Conditions and Health Savings Account Disclosure Statement set forth below.

HEALTH SAVINGS ACCOUNT ADDITIONAL TERMS AND CONDITIONS

A. GENERAL PROVISIONS

These Health Savings Account Additional Terms and Conditions, along with the HSA Custodial Agreement and HSA Disclosure Statement contained in this booklet and constituting part of the Agreement, plus the Truist Financial Corporation Consumer Privacy Notice (which will be provided to you separately from this booklet), all govern your Health Savings Account. When you open a Health Savings Account, you are agreeing to be bound by the terms of all of the foregoing, which are legally binding contracts. Any or all of the foregoing may be amended from time to time by the Bank or McGriff, and you will be notified of any material amendments, as described in the HSA Custodial Agreement. Continued use of the Health Savings Account after we send such notice constitutes acceptance of any amendments to these Health Savings Account Additional Terms and Conditions, the Custodial Agreement, the Disclosure Statement or the Truist Financial Corporation Consumer Privacy Notice, as applicable. Please keep a copy of these documents, and any amendments thereto, for your reference.

- Contributions.** You, your employer or any other person may contribute to this HSA on your behalf. The total amount of contributions that may be made in a calendar year are limited, depending on whether you have HDHP Self-Only Coverage or Family Coverage, your age, your marital status, whether you have contributed to other HSAs or to any Archer MSAs during the year, and other legal restrictions. Various methods of making contributions to the Account are available to you, including via pre-tax payroll deductions established through your employer that the employer forwards to the TPA. You may also make after-tax contributions by: (i) mailing checks to the TPA for deposit to the HSA (including checks you draw on another account or checks made payable to you by third parties such as medical insurers that are properly endorsed by you), or (ii) setting up automatic ACH transfers from other accounts you may own at financial institutions. Other methods of making contributions may also be made available to you from time to time.

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

You may deduct after-tax contributions on your federal tax return, up to the limits allowed by law. You should check with your tax advisor to determine whether you may deduct after-tax HSA contributions on your state tax return. Employer contributions, up to the limits allowed by law, are excludable from your income.

Subject to certain requirements described in the HSA Custodial Agreement and the HSA Disclosure Statement portions of this booklet contributions to the HSA grow tax-free - that is, earnings and interest on your HSA funds are not taxable income while they are in the HSA (or when they are distributed to pay Qualified Medical Expenses) and are not reported on your federal tax return.

2. **Distributions.** All requests for distributions must be made via: (i) use of the debit cards you receive in connection with the Account to pay medical providers directly for services rendered (all Accountholders initially receive two debit cards in their name); (ii) your initiation, through <https://www.mcgriffinsurance.lh1ondemand.com>, of instructions to the TPA to pay medical providers for services via check, or to either make electronic fund transfers into accounts in your name or send you a check to reimburse you for Qualified Medical Expenses you have already paid; or (iii) use of a printable distribution instruction form to be sent to the TPA that is available at the same website. Other methods of requesting distributions may also be made available to you from time to time. Your HSA does not come with check writing privileges; thus, you may not initiate distributions by writing checks to pay medical providers or to reimburse yourself for Qualified Medical Expenses you have already paid. Either the TPA or the Custodian may, on a case-by-case basis or as a matter of policy, place reasonable restrictions on either or both the frequency and the minimum amounts of distributions from the HSA.

You agree to conduct all debit card transactions in accordance with the provisions of the separate agreement and disclosures you will receive with the cards when they are mailed to you. You may use your card only to pay for or to reimburse the payment of Qualified Medical Expenses. You may not use the card at any Automated Teller Machine (ATM), to receive cash back from a merchant, or to deposit funds into your HSA. You may not stop payment on any transactions initiated by use of your card.

Distributions from the HSA are not included in your taxable income if they are used exclusively to pay or reimburse Qualified Medical Expenses. Distributions used for purposes other than Qualified Medical Expenses are includable in gross income and are generally subject to an additional 20% penalty. Neither the TPA nor the Custodian has any responsibility to confirm whether any disbursement is for a Qualified Medical Expense; rather, that is your sole responsibility.

You agree not to request any distribution(s) that would exceed the available balance in the HSA (which is the cash account balance plus the value of any investments available for liquidation). The TPA and Custodian may refuse to honor, and will normally refuse to honor, any such distribution request. However, in the event that we, in our discretion, permit an overdraft to occur, you agree to promptly make contributions sufficient to restore the Account to a positive balance and to cover any outstanding fees owed on the Account, including overdraft fees if applicable. We may apply such contributions first to the payment of outstanding fees and second to the negative balance. Until you contribute the necessary funds to bring the Account to a positive balance, we will suspend all Account activity. If after 90 days you have still not contributed the required amounts, you will be subject to all such collection actions as we deem necessary or appropriate, and the Account will be closed. If we must collect any amounts you owe us, you will be responsible for our reasonable expenses of collection, including court costs and attorneys' fees, to the extent permitted by law.

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

3. **Your Responsibilities Concerning Electronic Account Access and Review of Statements.** Please see Article XIII, Section 2 of the HSA Custodial Agreement above for certain information about various reports, statements and other information that the TPA will provide or make available to you from time to time. As noted there, much of this information is available to you online by logging into the HSA portion of our website. Please note that you are solely responsible for maintaining the security of any login credentials that you select or that are issued to you, such as user IDs, passwords or PINs, and other security features. We have no liability to you or any other person if someone else learns and uses any such login credentials.

It is also your responsibility to carefully review each periodic statement and to notify the TPA promptly of any disputed items, errors, omissions, unauthorized transactions or other problems appearing on the statement. Neither the TPA nor the Custodian will have any liability to you or any other person for any losses or damages you may incur as a result of your failure to promptly review any statement and to notify us of such problems, and each statement shall be deemed final and correct after 30 days from the statement date, unless applicable law requires a longer period.

4. **Contact Information Changes.** You agree to notify us promptly of any change in your contact information, including postal address, email address or telephone number. We may rely on any instructions purportedly made by you, or on your behalf, to change your contact information, without any liability. You also agree that if a third party vendor or the U.S. Postal Service or one of its agents notifies us of a change in your postal address, we may change your address based on that information. If any of your statements or other Account information or notices is returned to us because of an incorrect postal address or an incorrect, changed or expired email address, we may stop delivering statements or other information or notices until a valid address is provided.

5. **Disclaimers.**

No Legal or Tax Advice. The TPA's and Custodian's responsibility is limited to the handling of your Account funds in accordance with the terms of this Agreement. The TPA or Custodian cannot give you tax or legal advice on the establishment of an HSA or how contributions to and distributions from your HSA apply to your particular situation. You are solely responsible for determining your eligibility to participate in an HSA, determining your contribution limit under the HSA, maintaining records sufficient to demonstrate that HSA distributions were made to pay for or reimburse Qualified Medical Expenses, and otherwise complying with all applicable tax laws. You should consult with your attorney or tax advisor about these matters.

ERISA. The HSA established by this Agreement is intended not to constitute an "employee welfare benefit plan" or an "employee pension benefit plan" as defined by the Employee Retirement Income Security Act of 1974 ("ERISA"). Regardless of the status of the HSA under ERISA, we are not an "employer" or "plan sponsor" of the HSA or of any arrangement or plan of which the HSA is a part. We expressly disclaim responsibility for ERISA's participation, vesting, funding, reporting, disclosure, and fiduciary requirements as they may apply to your HSA, including but not limited to any requirement to provide notices or election forms regarding continuation coverage under ERISA. If and to the extent that the HSA is deemed to be part of an arrangement or plan subject to ERISA, including any determination that the HSA is subject to ERISA's continuation coverage requirements, this Agreement may be amended or terminated at our sole discretion as of the effective date of such determination or on such later date as we deem appropriate.

HIPAA. We will maintain all confidential information in accordance with all applicable banking and insurance laws and regulations. The HSA established by this Agreement, however, is not intended to be a "health plan" as defined by final regulations interpreting the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Regardless of the status of the HSA under HIPAA Privacy Rules, we are not a "plan administrator" or "plan sponsor." We expressly disclaim responsibility for the duties imposed upon "covered entities" under the HIPAA Privacy Rules, except as may be agreed upon pursuant to a business associate agreement between us and a covered entity or any third party subject to the HIPAA Privacy Rules. If and to the extent that we are determined to be responsible for HIPAA compliance beyond the duties assumed pursuant to a business associate agreement, this Agreement may be amended or terminated at our sole discretion as of the effective date of such determination or such later date as we deem appropriate.

Not Acting as a Fiduciary. Nothing herein is intended to extend fiduciary services with respect to the account. Neither the TPA nor Custodian is intended to have or exercise discretionary authority or responsibility with respect to the management of your Account. In addition, neither the TPA nor Custodian will offer you investment advice, recommend whether to utilize the Sweep Investment Sub-Account, nor hold themselves out to provide fiduciary services with respect to your Account. The availability of mutual fund investments are not intended to be a recommendation to acquire or hold those funds, and the funds made available through the Sweep Investment Sub-Account are not selected for or tailored to your individual circumstances.

6. **Arbitration.** IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ACTION ARBITRATION OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS.

Any claim or dispute ("Claim") by either you or us ("us" includes both the TPA and Custodian, collectively) against the other arising from or relating in any way to your Account, this Agreement, or any transaction conducted in connection with the HSA, will, at the election of either you or us, be resolved by binding arbitration. This arbitration provision governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any other legal theory, and whether such Claim seeks as remedies money damages, penalties, injunctions or declaratory or equitable relief. Claims subject to this arbitration provision include Claims regarding the applicability of this provision or the validity of any other provisions of the Agreement or any prior agreement. As used in this arbitration provision, the term "Claim" is to be given the broadest possible meaning, and includes Claims that arose in the past or that arise in the present or future. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. This means that even if a class action lawsuit or other representative action, such as those in the form of a private attorney general action, is filed, any Claim related to the issues of such lawsuits will be subject to individual arbitration if you or we so elect. Claims subject to arbitration also include Claims that are made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise. Notwithstanding this arbitration provision, if you have a Claim that is within the jurisdiction of a small claims court, you may file your Claim there. Any appeal from a decision of a small claims court shall be subject to this arbitration provision.

The arbitration, including the selection of the arbitrator, shall be administered by JAMS. To start an arbitration, you or we must give notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. Our notice to you may be provided to you at your last known address or at such other address as we may have in our records. Your notice to us shall be given to: Litigation Practice Group Manager, Truist Legal Department, P.O. Box 1255, Winston-Salem, NC 27102. All fees and costs are allocated pursuant to the rules of the JAMS. The arbitrator may award any fees, costs, and expenses including attorneys' fees, as permitted by the administrator's rules. If there is a conflict between the rules and procedures of the administrator and any term in this arbitration provision, the terms of this arbitration provision shall prevail. You or we may bring a summary or expedited motion to compel arbitration of any Claim or to stay the litigation of any Claims pending in any court. Such a motion or action may be brought at any time. The failure to initiate or request arbitration at the beginning of a dispute or claim shall not be construed as a waiver of the right to arbitration.

You may obtain a copy of the current rules of the arbitration administrator, including information about arbitration, fees, and instructions for initiating arbitration by contacting JAMS at www.jamsadr.com.

You and we each agree that under this Agreement, you and we are participating in transactions involving interstate commerce which shall be governed by the provisions of the Federal Arbitration Act, Title 9 of the United States Code ("FAA") and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all available remedies, including without limitation, damages (to the extent not limited by this Agreement), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. The arbitrator shall follow rules of procedure and evidence consistent with the FAA, this provision and the administrator's rules.

Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the cost of appeal, regardless of its outcome. However, we will consider in good faith any reasonable written request for us to bear the cost of your appeal. We will pay any fees or expenses we are required by law to pay or in order to make this arbitration provision enforceable.

This arbitration provision shall survive termination or suspension of the Account or this Agreement. 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; provided, however, if the limitations on class actions are struck in a proceeding brought on a class, representative or private attorney general basis, without impairing the right to appeal such decision, this entire arbitration provision (other than this proviso) shall be null and void in such proceeding.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL A PARTY 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.

B. SWEEP INVESTMENT SUB-ACCOUNT TERMS AND CONDITIONS

1. Opening a Sweep Investment Sub-Account. Your HSA includes the option of setting up automatic sweeps of excess funds into various mutual fund investments. To do this, you must open a Sweep Investment Sub-Account, which you may do at <https://www.mcgriffinsurance.lh1ondemand.com/>. We generally require that you maintain a minimum cash balance of \$2,000 (the standard "HSA Investment Threshold Amount") before you may invest excess funds above that amount in the menu of available mutual funds. If you wish, you may enter instructions online to change this HSA Investment Threshold Amount to any figure that is higher, but not lower, than the standard \$2,000. Also, since mutual fund investments require a minimum investment of \$100, this means that your cash balance must exceed the HSA Investment Threshold Amount by at least \$100 before you can invest. Thus, at the standard threshold of \$2,000, your cash account must contain at least \$2,100 before the excess will be swept to your Sweep Investment Sub-Account. To illustrate, if your cash balance is \$2,500 with a standard HSA Investment Threshold Amount of \$2,000, the excess of \$500 will be swept to your Sweep Investment Sub-Account. The automatic sweeps will occur on each business day when your cash balance exceeds your HSA Investment Threshold Amount by \$100 or more and you have no pending transactions.

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

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

2. Available Mutual Funds. If you open a Sweep Investment Sub-Account, you may invest in one or more mutual funds, as you direct by entering instructions online, from a set menu of funds that is made available for this HSA. Please visit <https://www.mcgriffinsurance.lh1ondemand.com> for more information regarding the current fund options that are available. You may also find prospectuses for the funds at our website. The funds options available to you will not be selected for or tailored to your individual circumstances. We do not suggest or guarantee that all the fund options available to you through the Sweep Investment Sub-Account are appropriate for your Account.

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

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

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

4. Redemption of Mutual Fund Shares Held in Sweep Investment Sub-Account. You may redeem mutual fund shares held in your Sweep Investment Sub-Account only as described herein, by entering your instructions through our website. You may, at any time, redeem shares in mutual funds that are held in your Sweep Investment Sub-Account and reinvest the proceeds in one or more other mutual funds from the menu of funds that we make available. We do not impose fees on any such redemption and reinvestment transactions; however, trading may cause you to incur sales charges from the applicable mutual fund(s). See the mutual fund prospectus at our website for additional information regarding each fund's fees and charges. See paragraph 9 below for more information regarding investment fees and expenses.

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

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

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

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

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

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

Some mutual funds pay dividends or interest. Dividends and interest will be reinvested in the same mutual funds that pay them. The prospectus for each fund will provide more information. All conversion, subscription, voting and other rights pertaining to any securities held in your HSA, if applicable, will be exercised on your behalf.

We will allocate certain fees we receive from mutual funds for shareholder and recordkeeping services ("12b-1 and Sub Transfer Agent Account fees") to your Sweep Investment Sub-Account based on your holdings in each fund. The 12b-1 and Sub-Transfer Agent Account Fees are calculated at the end of each calendar quarter and received within thirty (30) days thereafter. Your share of the 12b-1 and Sub-Transfer Agent fees, if any, will be allocated to your Investment Account within five (5) Business Days after receipt as additional earnings. Except for the Default Fund, and subject to change in accordance with the terms of this Agreement, a custodial management fee will be deducted from your Sweep Investment Sub-Account equal to one-sixteenth of one percent (.0625%) per quarter or equal to an annual fee of one-quarter of one percent (.25%) on balances invested in mutual funds in your Sweep Investment Sub-Account. The 12b-1 and Sub Transfer Agent Account fees are described in the prospectus or other disclosure materials made available to you through our website.

10. **Closure of the Sweep Investment Sub-Account.** The TPA or the Custodian may liquidate investments in the Sweep Investment Sub-Account and close the Sweep Investment Sub-Account if the average daily closing value of the assets in the Sweep Investment Sub-Account falls below \$100 over any thirty (30) day period.
11. **Additional Terms and Conditions; Amendments to Sweep Investment Sub-Account Terms and Conditions; Changes in Fund Offerings.** In addition to these Terms and Conditions and other provisions of this Agreement, your Sweep Investment Sub-Account may be subject to additional terms and conditions from time to time which will be communicated to you and may require your consent. The Bank or the TPA may amend these Terms and Conditions and other provisions of this Agreement relating to investments at any time, including retroactively, to comply with the requirements of applicable law. The Bank will provide written notice to you of any such amendment. Any other amendments require your consent, by action or no action, and will be preceded by written notice to you. Such amendments may include, but are not limited to, amending the menu of available mutual funds by adding new mutual funds, removing mutual funds or replacing mutual funds with others, or by raising or lowering the standard HSA Investment Threshold Amount. In certain cases, such as where a mutual fund is removed from the menu of available funds, or one mutual fund is replaced with another, you will be given reasonable advance notice and time to move any funds you have invested in those mutual funds to other mutual funds or to liquidate all of your mutual fund investments. If a mutual fund is eliminated as an HSA investment option and you do not instruct us to redirect your current investment balance, you hereby authorize and direct us to liquidate your HSA funds invested in the eliminated mutual fund and transfer those funds to the Default Fund. If you have also not redirected your investment allocation as it relates to future contributions, future contributions that would have been allocated to the eliminated mutual fund will instead be invested in the Default Fund. Unless otherwise required by applicable law, by continuing to maintain your HSA Sweep Investment Sub-Account after we send you notice of any type of amendment described above, you are deemed to automatically consent to the amendment, which means that your written approval is not required for the amendment to apply.

C. BROKERAGE SUB-ACCOUNT TERMS AND CONDITIONS

1. **Opening a Brokerage Sub-Account.** In order to open a Brokerage Sub-Account, the Accountholder will be required to have a balance in the Investment Sub-Account that meets or exceeds the HSA Investment Threshold Amount and enter into a separate agreement (the "Brokerage Agreement") with the Brokerage Sub-Account broker (the "Broker"). Thus, at the standard threshold of \$2,000, your cash account must contain at least \$2,000 and a balance must be present in your Investment Sub-Account before you can open a Brokerage Sub-Account. Your HSA must be in good standing and remain in good standing to open and maintain a Brokerage Sub-Account. To the extent necessary to comply with applicable law, regulations or regulatory directives, the TPA reserves the right to (i) refuse to open a Brokerage Sub-Account for any Accountholder, or (ii) once open, direct the Broker to close the Brokerage Sub-Account.
2. **Brokerage Sub-Account Investment Options.** The Brokerage Sub-Account will permit the Accountholder to direct the investment of the Account within many investment choices available to the Brokerage Sub-Account. (The Sweep Investment Sub-Account's auto-investment feature does not apply to the Brokerage Sub-Account, and investments within the Brokerage Sub-Account will not be liquidated if you have a negative balance in your cash account.) You are responsible for buying and selling investments within the Brokerage Sub-Account and/or making additional cash deposits to keep your cash account at the \$2,000 minimum threshold. The TPA or the Custodian may instruct the Broker to liquidate investments in the Brokerage Sub-Account only if the Brokerage Sub-Account is closed, deemed to be abandoned under applicable state law, subject to levies or garnishments, upon the Accountholder's death, or pursuant to paragraph 3 of these Brokerage Sub-Account Terms and Conditions. The Accountholder agrees that the Custodian is not responsible for the selection or monitoring of investments in the Brokerage Sub-Account, determining the suitability of investments, or the fee disclosure obligations of the Broker. The Accountholder is responsible for complying with all laws and employer policies regarding insider trading. IF THE ACCOUNTHOLDER OR A FAMILY MEMBER ARE ASSOCIATED WITH A FINANCIAL INDUSTRY REGULATORY AUTHORITY ("FINRA") OR EXCHANGE MEMBER FIRM, THE ACCOUNTHOLDER AGREES TO NOTIFY HIS OR HER EMPLOYER BEFORE OPENING A BROKERAGE ACCOUNT AND OBTAIN ANY REQUIRED AUTHORIZATIONS. The Accountholder agrees to work with the Broker as applicable regarding any investment restrictions and duplicate copies of trade confirmations and statements. As custodian of the Brokerage Sub-Account, the Custodian does not monitor the Accountholder's investments and is not responsible for compliance with FINRA Rule 3210 or similar state or federal restrictions on insider trading.
3. **Closure of the Brokerage Sub-Account.** The TPA or the Custodian may instruct the Broker to liquidate investments in the Brokerage Sub-Account and to close the Brokerage Sub-Account if the average daily closing value of the assets in the Brokerage Sub-Account falls below \$100 over any thirty (30) day period.
4. **Additional Terms and Conditions; Amendments to Brokerage Sub-Account Terms and Conditions.** In addition to these Terms and Conditions and other provisions of this Agreement, your Brokerage Sub-Account will be subject to the terms of the Brokerage Agreement and may be subject to additional terms and conditions from time to time which will be communicated to you and may require your consent. The Bank or the TPA may amend these Terms and Conditions and other provisions of this Agreement relating to investments at any time, including retroactively, to comply with the requirements of applicable law. The Bank will provide written notice to you of any such amendment. Any other amendments require your consent, by action or no action, and will be preceded by written notice to you. Such amendments may include, but are not limited to, raising or lowering the standard HSA Investment Threshold Amount. Unless otherwise required by applicable law, by continuing to maintain your Brokerage Sub-Account after we send you notice of any type of amendment described above, you are deemed to automatically consent to the amendment, which means that your written approval is not required for the amendment to apply.

Mutual funds and other securities and non-deposit investments made through the Sweep Investment Sub-Account and/or the Brokerage Sub-Account are:

- Not insured by the FDIC;
- Not deposits or other obligations of, nor are they guaranteed by, the Bank or any affiliate including the TPA;
- Subject to investment risks and may lose value, including possible loss of the principal amount invested and any investment gains.

Past performance does not guarantee future results. You should consider a mutual fund's investment objectives, risks, and charges and expenses carefully before investing. This and other important information about the mutual funds available through the Sweep Investment Sub-Account can be found in the funds' prospectuses, copies of which are available at <https://www.mcgriffinsurance.lh1ondemand.com> or by calling 1-800-768-4873 or 1-800-930-2441. Please read each mutual fund's prospectus carefully and consider seeking the guidance of a financial advisor before investing in any fund. Likewise, you should consider the risks and merits of investing in any security before doing so through the Brokerage Sub-Account, including by reviewing prospectuses, SEC filings and other publicly available information regarding the issuer and its securities. You should also consider seeking the guidance of a financial advisor before investing in any mutual fund or any security. Neither the TPA nor the Custodian is providing any investment advice regarding the Investment Sub-Accounts or the investment options available to you through the Investment Sub-Accounts.

HEALTH SAVINGS ACCOUNT DISCLOSURE STATEMENT

I. Introduction

This Disclosure Statement explains various rules governing your Account, which is intended to be a Health Savings Account as described in Section 223 of the Internal Revenue Code. The content of the Disclosure Statement relates to your rights and obligations as an HSA Accountholder. Please note that the Disclosure Statement is a summary and should be read in conjunction with the Health Savings Account Custodial Agreement. In the event of any conflict, the provisions of the Custodial Agreement will prevail.

II. General Rules

An HSA must satisfy certain requirements of the Code. The HSA Custodial Agreement incorporates those requirements. In brief, an HSA must satisfy the following requirements:

1. The HSA must be governed by a written instrument;
2. The HSA custodian, except in the case of a rollover or a direct transfer, may accept only cash contributions ("cash" here meaning not literally in the form of paper currency or coins, but rather monetary funds transmitted or deposited with the custodian in any form that is typically accepted within the U.S. banking system);
3. The HSA may not invest in life insurance contracts or collectibles (as defined in Code Section 403(m));
4. A person's interest in the HSA must be non-forfeitable at all times;
5. HSA assets cannot be commingled with other property except in a common trust fund or common investment fund; and
6. The HSA custodian must be a bank, savings and loan association, credit union, or other person approved by the Secretary of the Treasury.

Amounts contributed to your Account are generally deductible on your federal income tax return for the year in which the contribution is made, even if you do not itemize deductions. If your employer contributes to your Account (including contributions made under your employer's cafeteria plan), the contributions may be excluded from your gross income. Distributions from your Account (including earnings on your contributions) that are used to pay or reimburse Qualified Medical Expenses will not be subject to federal income taxes. If a distribution is not used to pay or reimburse Qualified Medical Expenses, the distribution will be subject to federal income taxes and may be subject to a 20% excise tax unless the distribution is made after your death, your total disability, or you reach the age at which you are eligible to enroll in Medicare (generally age 65). Any earnings on investments in your Account remain tax-free while they remain in your Account.

III. HSA Contributions

A. Eligibility

In order to have contributions made to your Account during any calendar month, you must satisfy the following requirements:

1. You must be covered under a "High Deductible Health Plan" or "HDHP" as of the first day of the month in which a contribution is made to a Health Savings Account. For each calendar year the IRS establishes, for both qualifying HDHPs with Self-Only (single) Coverage and qualifying HDHPs with Family Coverage (i) minimum annual deductibles and (ii) maximum out-of-pocket expense limits with respect to allowed costs (including the deductible, but not premiums). All of these figures, for the two most current years, are set forth in the most recent Pricing Guide. The figures are subject to annual adjustments. Special rules apply to HDHPs that provide more favorable benefits for services rendered by in-network providers.

In the case of Family Coverage, a plan is an HDHP only if the plan does not pay any benefits until the family (or any covered family member) has incurred allowed medical expenses that are greater than the annual deductible for the family as a whole (the umbrella deductible). If the plan pays benefits after an individual family member reaches an individual deductible (an embedded deductible) that is less than the umbrella deductible, the plan is not an HDHP.

An HDHP may provide certain preventive care benefits without a deductible or with a lower deductible than the minimum annual deductible described above.

Your employer or the provider of an HDHP should be able to tell you whether or not the HDHP satisfies the HSA eligibility requirements. However, you are solely responsible for determining if your health plan qualifies as an HDHP for purposes of HSA eligibility.

2. You must not have any non-HDHP health coverage, with several exceptions. You may have coverage for accidents, disability, dental care, vision care or long-term care and certain types of flexible spending accounts and health reimbursement accounts that provide limited benefits. In addition, the following types of insurance are permitted:

- a. Insurance where substantially all of the coverage relates to liability incurred under workers' compensation laws, tort liabilities or liabilities relating to ownership or use of property (e.g., auto insurance);
- b. Insurance for a specified disease or illness; and
- c. Insurance paying a fixed amount per day (or other period) of hospitalization.

Caution: All health care coverage available to you, as an individual, spouse or dependent, must be examined when determining whether you have non-HDHP health coverage. Your coverage under your spouse's or dependent's health plan, any Health Reimbursement Arrangement ("HRA") or any Health Care Flexible Spending Account ("Health FSA") offered through a cafeteria plan under Code Section 125 could all be HSA-disqualifying non-HDHP health coverage. To the extent any of these plans provide coverage to you that is not subject to the minimum annual deductible and maximum out-of-pocket expense requirements described above or is not limited to the permissible types of coverage, then coverage under one of these plans could affect your eligibility to have contributions made to your Account.

Example: Assume John has Family Coverage under a High Deductible Health Plan through his employer. John's wife, Mary, participates in a typical Health FSA offered through her employer's cafeteria plan. Neither John nor Mary is eligible to contribute to an HSA because they have other coverage in addition to the High Deductible Health Plan. This coverage disqualifies both Mary and John from HSA participation because Mary's Health FSA can reimburse medical care expenses incurred by either Mary or John; it is not limited to permissible benefits (e.g., dental, vision, etc.), and it is not subject to a deductible.

3. You must not be enrolled in Medicare (Part A, Part B, Part D, or any other Medicare benefit).

4. You must not be able to be claimed as a dependent on someone else's federal income tax return.

An otherwise ineligible individual may establish an HSA to receive amounts transferred from his or her ex-spouse's HSA in connection with a divorce. The surviving spouse beneficiary of a deceased HSA holder may treat an inherited HSA as his or her own, even if the surviving spouse is an otherwise ineligible individual.

B. Maximum Contributions

You, your employer, your family members, or any other person may make contributions to your Account. However, all contributions to your Account are subject to the annual HSA contribution limits discussed below.

Your employer may allow you to make contributions to your Account through payroll deduction and forward those contributions to the TPA for depositing with the Bank on your behalf. All contributions (other than Rollover Contributions or HSA transfers described in Section VI below) must be made in cash and not in other forms of property such as stocks, bonds, etc.

Your employer must report any employer contributions to your Account on your IRS Form W-2. The TPA will report annual contributions to your Account on IRS Form 5498-SA.

Annual HSA Contribution Limits

The total amount that may be contributed to your HSA for any taxable year is the sum of the limits determined separately for each month. The limit for each month is based on whether, as of the first day of each month, you are eligible to contribute to an HSA and whether you have HDHP Self-Only Coverage or Family Coverage. However, if you become HSA-eligible mid-year, you may make a full year's contribution, up to the maximum annual contribution limit, as long as you maintain your HSA eligibility through the end of the testing period (described below).

Sum of the Monthly Contribution Limits

The maximum annual contribution to an HSA is the sum of the contribution limits determined separately for each month, based on eligibility and health plan coverage on the first day of the month. For this purpose, the monthly limit is 1/12 of the annual maximum amount established each year by the IRS for Self-Only Coverage or for Family Coverage as applicable. In addition the maximum HSA contribution is increased by an additional contribution amount (catch-up amount) for individuals age 55 or older as of the last day of the calendar year who are not enrolled in Medicare. The catch-up contribution is also computed on a monthly basis. All of the foregoing annual maximums for the two most current years are set forth in the most recent edition of the Pricing Guide and are subject to annual adjustments.

If an individual is not an eligible individual on the first day of the last month of the individual's taxable year (December 1 for calendar year taxpayers), the individual's maximum HSA contribution for the year is determined under the sum of the monthly contribution limits rule.

Example: Individual E, age 35, (thus not eligible for catch-up contributions) and a calendar year taxpayer, has HDHP Self-Only Coverage and is an eligible individual only for the months of May, June and July of a given year. The full annual contribution limit does not apply to E because E is not an eligible individual on December 1 of that year. Instead, E's contribution limit for the year is 3/12ths of the annual limit.

Full Contribution Rule for Mid-Year Enrollees

If you are a calendar year taxpayer and become HSA eligible later than January 1, and you remain an eligible individual on December 1 of that year, you will be allowed to make contributions as if you had been enrolled in the HDHP for the entire year. You are treated as enrolled in the same HDHP coverage (i.e., Self-Only or Family Coverage) as you have on December 1. This full contribution rule also applies to catch-up contributions. However, if you make HSA contributions under this full-contribution rule, you must remain HSA eligible during the "testing period" described below. The above dates are adjusted accordingly for non-calendar year taxpayers.

Example: Individual A, a calendar year taxpayer, first becomes HSA-eligible on December 1 of a given year and has HDHP Family Coverage. Individual A is treated as an eligible individual and as having HDHP Family Coverage for all 12 months of that year. Assuming Individual A has not contributed to another HSA or an Archer MSA, Individual A's contribution limit for the year is equal to the full annual maximum.

The Testing Period

If you make HSA contributions under the full contribution rule discussed above, you must remain HSA eligible during the 13-month testing period, or be subject to adverse tax consequences.

The testing period begins on the first day of the last month of the taxable year and ends on the last day of the 12th month following that month. Thus, for a calendar year taxpayer, the testing period is from December 1 of the current year to December 31 of the following year.

If you cease to be HSA-eligible during the testing period (other than because of death or disability), the additional contributions that were made under the full contribution rule (i.e., the amount contributed under the full contribution rule minus the amount that could have been contributed under the sum of monthly contribution method) will be included in your gross income for the taxable year that you cease being an HSA-eligible individual. Such amounts will also be subject to an additional 10% penalty tax.

Limits for Married Individuals

There are special rules for calculating the annual contribution limit for married individuals:

1. If either spouse is covered by an HDHP with Family Coverage, then both spouses are treated as having Family Coverage. The HSA contribution limit for Family Coverage is a joint limit which is to be split equally between the spouses, unless they agree to a different division.
2. The additional catch-up contribution for individuals age 55 and older is an individual limit, and if you and your spouse are both over age 55, each of you may make the additional contribution if you have separate HSAs.

IV. Deadline for Making HSA Contributions

Once your Account has been established, you can make contributions for a taxable year as of the first day of the year (or if later, the date on which you establish your HSA). The latest date on which contributions can be made for a year is the due date of your federal income tax return for that year (without extensions). Generally, this date is on or around April 15 of the following year.

V. Excess Contributions

It is your responsibility to determine whether you have exceeded the maximum contribution limit under Code Section 223(b) and as described in Section III above. Excess contributions are subject to an excise tax of 6% for each taxable year in which the excess contribution remains in your Account. This excise tax may be avoided if the excess contributions, plus earnings, are distributed to you on or before the due date of your federal income tax return, with extensions, for the taxable year in which they were made. The withdrawn earnings are taxable to you in the year in which you receive them.

VI. Rollovers and Transfers

Transfers from Another HSA or an Archer MSA

You may roll over funds from another HSA or an Archer MSA to your Account without being subject to the annual contribution limits. If you receive a distribution from another HSA or Archer MSA, you must roll over the distribution to your Account within 60 days after you receive the distribution. You can make only one Rollover Contribution to your Account during a 12 month period. You may also choose to have the custodian on your other HSA directly transfer the funds from your old account to your current Account. This is called a trustee-to-trustee transfer. Trustee-to-trustee transfers are not subject to the once-every-12-months limitation applicable to rollovers. The TPA and Custodian will accept rollover contributions in cash only.

Transfers from Health FSAs and HRAs

HSAs may not accept transfers from health reimbursement arrangements (HRAs) or flexible spending accounts (FSAs).

Transfers from an Individual Retirement Account (IRA)

HSA-eligible individuals can elect to make a one-time direct trustee-to-trustee transfer from an IRA (other than a Simple IRA or a SEP IRA) to their Account. Unlike rollovers, the maximum transfer from an IRA to an HSA is your maximum HSA contribution for the year. The amount transferred is not included in your income, is not deductible, and reduces your HSA contribution limit for the year.

If the initial transfer is made during a month when you have Self-Only Coverage at the beginning of the month, an additional transfer (up to the contribution limit) can be made during a later month in that year in which you have Family Coverage.

If you fail to be an HSA-eligible individual within 12 months following the month of the transfer (unless because of your death or disability), then the amount of the transfer must be included in your taxable income and is subject to an additional 10% tax.

VII. Distributions

A. In General

You may direct the TPA to distribute amounts (including a withdrawal by you) from your Account at any time. If the distribution is used to pay or reimburse a Qualified Medical Expense (which includes a rollover to another HSA or an Archer MSA), then the distribution will not be subject to federal income tax. If the distribution is not used to pay or reimburse a Qualified Medical Expense, then the distribution must be included in your gross income for federal income tax purposes. In addition, a distribution that is not used to pay or reimburse Qualified Medical Expenses will be taxed as ordinary income and may be subject to a 20% excise tax unless the distribution is made after you die, become disabled or reach the age at which you are eligible to enroll in Medicare (generally age 65) or is a timely refund of excess contributions (as described in Section V above).

If you are no longer eligible to make contributions to your Account (as described in Section III above), you can still continue to receive tax-free distributions to pay or reimburse you for Qualified Medical Expenses.

The TPA will report annual distributions from your Account on IRS Form 1099-SA.

B. Qualified Medical Expenses

To be tax-free, a distribution must be used to pay or reimburse a Qualified Medical Expense incurred after you establish your Account. A "Qualified Medical Expense" is an amount paid for medical care, as defined in Code Section 213(d), that is not reimbursed by insurance or otherwise and is incurred by you, your spouse, or a Dependent. IRS Publication 502 generally describes expenses that are deemed to be for medical care within the meaning of Code Section 213(d), but not every health-related or medical care expense that you, your spouse or your Dependents incur is a Qualified Medical Expense for HSA purposes. In particular, most premiums paid for health insurance coverage are not Qualified Medical Expenses. However, the following types of health insurance premiums are still treated as Qualified Medical Expenses:

1. any premiums for coverage under a health plan during any period of continuation of coverage pursuant to federal law (e.g., COBRA);
2. long-term care insurance;
3. health insurance premiums paid while receiving federal or state unemployment compensation; and
4. health insurance premiums (other than a Medicare supplemental policy) once you have reached the age at which you are eligible to enroll in Medicare (generally age 65).

Additionally, only medicines that are insulin or prescribed medicines (determined without regard to whether the drug is available without a prescription) are considered Qualified Medical Expenses.

You are solely responsible for determining whether a distribution qualifies as a Qualified Medical Expense.

C. Death; Designating Beneficiaries

You may, either online or on forms provided by the employer or TPA, designate one or more Beneficiaries to receive the balance in the Account upon your death. Unless you specify otherwise, each Beneficiary designation you file with the TPA will cancel all previous Beneficiary designations. The consent of the Beneficiary(ies) is not required for you to either make or revoke a Beneficiary designation. If you designate your spouse as Beneficiary or contingent Beneficiary of your HSA, then unless prohibited by law or otherwise provided in the applicable agreement or order, a divorce decree, annulment or other legal termination of your marriage or a fully executed agreement for legal separation will automatically revoke such designation of the spouse as a Beneficiary, without affecting any non-spousal Beneficiary designations. If such a revocation occurs and the spouse was the only designated Beneficiary, then until such time as a new Beneficiary designation is completed, the HSA will be treated as if there is no Beneficiary designated.

Upon your death, any amounts remaining in the Account will transfer to the Beneficiary named in the Beneficiary designation form. If your named Beneficiary is your surviving spouse, then upon your death, your Account will be treated as your surviving spouse's HSA and the transfer is not taxable. The surviving spouse would be subject to income tax only to the extent that any distributions from the HSA were not used for Qualifying Medical Expenses.

If your named Beneficiary is someone other than your surviving spouse, then upon your death, your Account stops being treated as an HSA and the value of your Account must be included in the Beneficiary's gross income. The includable amount is reduced by any payments from the HSA made for your Qualified Medical Expenses if those expenses are paid within one year after your death.

If no Beneficiary is named, or if all the named Beneficiaries predecease you, then your estate will be deemed to be your Beneficiary. When the estate is your Beneficiary, the value of your Account must be included in income on your final federal income tax return. The taxable amount will be reduced by the amount of any estate tax paid due to inclusion of the HSA in your estate.

If you have designated both primary and contingent Beneficiaries and no primary Beneficiary survives you, the contingent Beneficiary(ies) will acquire the designated share of your HSA.

Notwithstanding anything stated in this Agreement, upon learning of your death, the TPA and Custodian may, in their discretion, make a final distribution to a Beneficiary of his or her interest in the Account. This distribution may be made without the Beneficiary's consent and may be placed in an interest-bearing or similar account maintained by the Custodian or any of its affiliates.

VIII. Prohibited Uses of Your Account

You may not pledge any part of your Account as security for a loan. If you do so, the amount you pledge as security will be treated as a distribution and it will be fully taxable as ordinary income, and the 20% excise tax will apply if the distribution is deemed to be made before you die, become disabled or reach age 65. In addition, you may not use any portion of your Account to purchase life insurance. For other prohibited transactions involving your Account, see Section XI below.

IX. Account Is Always 100% Non-Forfeitable

Your interest in your Account is always 100% non-forfeitable.

X. Tax Consequences of Account

Your Account was established with the intention that it will comply with all provisions of the Internal Revenue Code regarding Health Savings Accounts. However, the IRS has not made a determination that your Account meets the applicable requirements of the Code. The tax consequences of the establishment of your Account, and the contributions to, and distributions from, your Account are the responsibility of you and your tax and legal advisors.

The TPA and the Custodian have the right to amend your HSA Custodial Agreement at any time in order to meet the requirements of the Code. The TPA will notify you in writing of any such amendments.

XI. Prohibited Transactions

Neither you nor the Custodian may engage in certain "prohibited transactions" relating to your Account, including:

1. The sale, exchange, or lease of any property between your Account and an interested party;
2. The loan of money or extension of credit between your Account and an interested party;
3. The furnishing of goods, services, or facilities between your Account and an interested party;
4. The use for the benefit of an interested party of any portion of the assets of your Account; and
5. Any "self-dealing" or breach of fiduciary duty by an interested party as it relates to your Account.

An "interested party" includes you, your Beneficiaries and any persons or entities, such as relatives, corporations and partnerships, which are connected to you in any substantial way.

If you or the TPA or Custodian engage in a prohibited transaction involving your Account, your Account will lose its tax exemption and will be treated as distributed to you as of the first day of the year of the transaction. Thus, your Account's entire value will be included in your taxable income during the year in which the prohibited transaction occurs, and the 20% excise tax will apply if the distribution is deemed to occur before you reach age 65, die, or become disabled.

XII. TPA's/Custodian's Fees

The TPA and/or Custodian may charge you fees based on the Pricing Guide in effect as of the date you executed the HSA Custodial Agreement. Upon 30 days' written notice, a new or amended Pricing Guide may be put into effect. These fees, plus any other permitted reimbursable expenses incurred by the TPA or Custodian, may be paid from the assets of your Account.

XIII. Directed Investment of Your Account

The TPA will invest the assets of your Account in accordance with your instructions and subject to any restrictions set forth in the Agreement. In addition, under the law, you may not invest any portion of your Account in "collectibles," which include:

1. stamps or coins, other than certain U.S. gold and silver coins;
2. antiques;
3. works of art;
4. precious metals or gems; or
5. anything else specified by the IRS as a collectible.

No guarantees can be made as to the investment return on your Account. Your Account balance will depend on: (a) the amount of contributions to and distributions from your Account; (b) investment gains and/or losses, including interest and dividends, on your Account investments; (c) investment expenses, such as mutual fund fees, arising from your Account investments; and (d) the TPA's or Custodian's fees.

The mutual funds and other securities available for investment of your Account's assets under the Investment Sub-Accounts were not selected for or tailored to your individual circumstances. Furthermore, the availability of those mutual funds and other securities for investment is not intended to be a recommendation to invest or hold any of these funds or securities in your Account. You should read each mutual fund's prospectus carefully and consider such fund's investment objectives, risks, charges, and expenses before investing any of your Account's assets in such fund. Likewise, you should consider the risks and merits of investing in any security before doing so, including by reviewing prospectuses, SEC filings and other publicly available information regarding the issuer and its securities. You should also consider seeking the guidance of a financial advisor before investing in any mutual fund or any security. Investing in certain funds or certain securities involves special risks, such as those related to investments in foreign securities, small and mid-capitalization stocks, and high-yield securities.

XIV. Filing and Recordkeeping Requirements

You must file a Form 8889 (or any other form designated by the IRS for HSA reporting) and attach it to your Form 1040 if you (or your spouse, if married filing a joint return) had any activity in your Account (or your spouse's HSA) during the year. You must file the form even if your employer or your spouse's employer made the contributions on your behalf.

You must keep records sufficient to show that:

1. The distributions from your HSA were used exclusively to pay or reimburse Qualified Medical Expenses;
2. The Qualified Medical Expenses had not been previously paid or reimbursed from another source; and
3. The Qualified Medical Expenses had not been taken as an itemized deduction in any year. Do not file these records with your Form 8889. Keep them with your other tax records.

XV. Accountholders Should Consult with Their Tax Advisors

The rules governing federal income tax consequences of HSAs are very technical, so that the above description of tax consequences is general in nature and does not purport to be complete. Moreover, statutory provisions are subject to change, as are their interpretations, and their application may vary in individual circumstances. Finally, the consequences under applicable state or local tax laws may not be the same as under the federal income tax laws.

Thus, you are encouraged to consult with your personal tax advisor for HSA information relating to your particular circumstances.

XVI. Right to Revoke

If, within seven days from the date you enroll in the Health Savings Account program and receive the Agreement, you decide for any reason that you do not wish to establish the HSA, then you may revoke your Account by notifying McGriff in writing of your revocation. The written notice must be mailed within the seven-day period to the following address:

McGriff Flexible Benefit Services
P.O. Box 6400 Greenville, SC 29606

The notice must be mailed from within the United States in an envelope or other appropriate wrapper, postage prepaid, properly addressed, and sent by first-class, certified, or registered mail. If you elect to revoke your Account, you are entitled to receive a refund of the entire amount paid into the Account without any adjustment or penalty. The date of the postmark will be considered the date of mailing unless the notice is sent by certified or registered mail, in which case the date of certification or registration will be considered the date mailed.

If, during the seven-day period in which you are entitled to revoke your Account, a material adverse change in the information set forth in this Disclosure Statement or in the HSA Custodial Agreement becomes effective, you will be notified of that change and a new seven-day period during which you may revoke will begin on the date you receive notice of such changes.

XVII. Additional Information

If you desire further information on HSAs, you should contact your personal tax, legal or financial advisor.

Health Savings Account (HSA) Pricing Guide

Monthly Maintenance Fee*	\$2.75
Monthly Sweep Investment Sub-Account Fee**	See Below
Monthly Brokerage Sub-Account Fee***	See Below
Debit Card Replacement Fee	\$5

*Monthly maintenance fee may be paid by your employer

**Except for the Default Fund, and subject to change in accordance with the terms of this Agreement, a custodial management fee will be deducted from your Sweep Investment Sub-Account equal to one-sixteenth of one percent (.0625%) per quarter or equal to an annual fee of one-quarter of one percent (.25%) on balances invested in mutual funds in your Sweep Investment Sub-Account. Other fees may apply for mutual fund investments, as described in the prospectuses. A minimum balance of \$2,100 is required to open a Sweep Investment Sub-Account.

***Fees may apply for investments and trades, as described in the Brokerage Agreement. A minimum balance of \$2,000, plus a balance in your Investment Sub-Account, is required to open a Brokerage Sub-Account.

HSA Minimum Deductibles, Out-of-Pocket Limits and Contribution Limits 2021-2022

Note: The IRS updates these figures each year based on cost-of-living adjustments. Please see the HSA Custodial Agreement and Disclosure document for additional details about high deductible health plan requirements and contribution limits.

	2021	2022
High Deductible Health Plan Minimum Deductible:		
- Self Only Coverage	\$1,400	\$1,400
- Family Coverage	\$2,800	\$2,800
High Deductible Plan Out of Pocket Limit:		
- Self Only Coverage	\$7,000	\$7,050
- Family Coverage	\$14,000	\$14,100
*Contribution Limits:		
- Self Only Coverage	\$3,600	\$3,650
- Family Coverage	\$7,200	\$7,300
- Catch Up Contribution	\$1,000	\$1,000

**If insurance is effective after January 1 and you deposit the contribution limit, you must maintain your qualified insurance coverage through the end of the following calendar year to avoid possible taxes and penalties on part of your contribution.*

Truist Bank - INTEREST SCHEDULE

(Supplement to The HSA Custodial Agreement and Disclosure)

The following interest rate(s) and Annual Percentage Yield(s) apply only to your FDIC insured cash account(s) at Truist. Additional disclosures affecting the interest rate, terms and fees are found in the HSA Custodial Agreement and Disclosure.

Account Type	Interest Rate	Annual Percentage Yield (APY)	Deposit Required
Health Savings Account	0.02%	0.02%	<\$2,500
Health Savings Account	0.03%	0.03%	\$2,500 to \$9,999.99
Health Savings Account	0.10%	0.10%	\$10,000 to \$24,999.99
Health Savings Account	0.20%	0.20%	\$25,000 and greater

These are current interest rates and Annual Percentage Yields and subject to change without notice.



McGriffInsurance.com

For Mutual Fund Investments: Please consult the HSA Custodial Agreement and Disclosure for information concerning fees, expenses and dividends on the Mutual Fund Investment Options. For Brokerage Sub-Account Investments: Please consult the Brokerage Agreement for information concerning fees and expenses relating to investments and trades made via the Brokerage Sub-Account.

Your HSA funds may be held by McGriff Insurance Services, Inc. in a custodial deposit account at Truist Bank. While so deposited, the funds are FDIC-Insured to the extent provided by law. Securities, insurance and advisory products or services including mutual fund investments made through your Sweep Investment Sub-Account and investments in securities made through your Brokerage Sub-Account are: NOT A DEPOSIT • NOT FDIC-INSURED • NOT GUARANTEED BY A BANK • NOT INSURED BY STATE OR FEDERAL GOVERNMENT AGENCY • MAY GO DOWN IN VALUE.

Truist and its representatives do not offer tax or legal advice. Please consult your tax or legal professional regarding your individual circumstances.

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