

## **CUSTODIAL AGREEMENT AND DISCLOSURE STATEMENT**

### **CUSTODIAL AGREEMENT**

The account holder is establishing this Health Savings Account (“HSA”) exclusively for the purpose of paying or reimbursing qualified medical expenses of the account holder, his or her spouse, and dependents. The account holder represents that, unless this account is used solely to make rollover contributions, he or she is eligible to contribute to this HSA; specifically, that he or she (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 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. HSA Central, a division of The Central Trust Bank is the “Custodian” under this agreement.

The account holder and the custodian make the following agreement:

#### **Article I.**

**1.01** The custodian will accept additional cash contributions for the tax year made by the account holder or on behalf of the account holder (by an employer, family member or any other person). No contributions shall be made by any account holder that exceeds the maximum amount for family coverage plus the catch-up contribution (for individuals who attain age fifty-five (55) before the close of the tax year).

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

**1.03** Rollover or transfer contributions from an HSA or an Archer Medical Savings Account (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 this agreement.

**1.04** Qualified HSA distributions from a health flexible spending arrangement or health reimbursement arrangement must be completed in a trustee-to-trustee transfer and are not subject to the maximum annual contribution limit set forth in Article II.

**1.05** 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.**

**2.01** For calendar year 2024, the maximum annual contribution limit for an account holder with single coverage is \$4,150. For calendar year 2024, the maximum annual contribution limit for an account holder with family coverage is \$8,300. These limits are subject to cost-of-living adjustments after 2024. Eligibility and contribution limits are determined on a month by month basis.

**2.02** Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.

**2.03** For calendar year 2024 and later years, an additional \$1,000 catch-up contribution may be made for an account holder who is at least age 55 or older and not enrolled in Medicare.

**2.04** 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 account holder to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed

the maximum annual contribution limit, the account holder shall remove the excess contributions by contacting the custodian. It is the responsibility of the account holder to request the withdrawal of the excess contribution and any net income attributable to such excess contribution. Regardless of which year excess contributions were made, a withdrawal of excess contributions will be reported as having occurred in the tax year of such withdrawal.

#### **Article IV.**

The account holder's interest in the balance in this custodial account is nonforfeitable.

#### **Article V.**

**5.01** No part of the custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in section 408(m) of the Internal Revenue Code (the "Code").

**5.02** The assets of this account may not be commingled with other property except in a common trust fund or common investment fund.

**5.03** Neither the account holder nor the custodian will engage in any prohibited transaction with respect to this account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in section 4975).

#### **Article VI.**

**6.01** Debit card payments and distributions of funds from this HSA may be made upon the direction of the account holder.

**6.02** Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of the account holder, his or her spouse, or dependents are tax-free. However, distributions that are not used for qualified medical expenses are included in the account holder'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 account holder's death, disability, or reaching age 65.

**6.03** The custodian is not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only the account holder 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 account holder dies before the entire interest in the account is distributed, the entire account will be disposed of as follows:

**7.01** If the beneficiary is the account holder's spouse, the HSA will become the spouse's HSA as of the date of death.

**7.02** If the beneficiary is not the account holder's spouse, the HSA will cease to be an HSA as of the date of death. If the beneficiary is the account holder's estate or if there is no beneficiary, the fair market value of the account as of the date of death is taxable on the account holder's final income tax return. For other beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes such date.

#### **Article VIII.**

**8.01** The account holder agrees to provide the custodian with information necessary for the custodian to prepare any report or return required by the IRS.

**8.02** The custodian 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 in this agreement that is inconsistent with section 223 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 with the consent of the account holder. The custodian makes no representation whether expenses incurred after the establishment date of an unfunded HSA may be reimbursed from contributions that are made on a later date.

## **Article XI.**

**11.01 Your HSA Documents.** This Internal Revenue Service (IRS) Forms 5305 series agreement for HSAs, amendments, application, beneficiary designation, disclosure statement, and other documentation, if any, set forth the terms and conditions governing your HSA relationship with us. Articles I through X of the IRS 5305 agreement have been reviewed and approved by the IRS. The disclosure statement sets forth various HSA rules in simpler language. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**11.02 Definitions.** In this part of the agreement, the words:

- a. "You" and "your" shall mean account holder who is the person who owns the HSA. Upon your death, your spouse beneficiary, if applicable, becomes "you" for purposes of this agreement. In the event you appoint a third party, or have a third party appointed on your behalf to handle certain transactions affecting your HSA, such third party will be considered your agent and, therefore, "you" for purposes of this agreement. Additionally, reference to "HSA" will mean the custodial account.
- b. "We", "us" and "our" shall refer to the Custodian.
- c. "Business Day" shall mean any day that the Federal Reserve Bank and the New York Stock Exchange are both open for business.
- d. "Close of Market" shall mean 3:00 pm Central Time ("CT"), unless there is an early market close, designated by the NYSE, due to a holiday or other event.
- e. "High Deductible Health Plan (HDHP)" For calendar year 2024, an HDHP for self-only coverage has a minimum annual deductible of \$1,600 and an annual out-of-pocket maximum (deductibles, co-payments and other amounts, but not premiums) of \$8,050. For calendar year 2024, an HDHP for family coverage has a minimum annual deductible of \$3,200 and an annual out-of-pocket maximum of \$16,100. These limits are subject to cost-of-living adjustments after 2023.
- f. "Self-only coverage and family coverage under an HDHP." Family coverage means coverage that is not self-only coverage.
- g. "Qualified medical expenses" Qualified medical expenses are amounts paid for medical care as defined in section 213(d) for the account holder, his or her spouse, or dependents (as defined in section 152) but only to the extent that such amounts are not compensated for by insurance or otherwise. With certain exceptions, health insurance premiums are not qualified medical expenses.
- h. "Custodian" A custodian of an HSA must be a bank, an insurance company, a person previously approved by the IRS to be a custodian of an individual retirement account (IRA) or Archer MSA, or any other person approved by the IRS.

**11.03 Service Providers.** We will maintain custody of your HSA assets in your cash account ("Cash Account") and investment account ("Investment Account"). We are authorized to place securities orders,

settle security trades, hold securities in custody and perform related activities on your behalf. We are also authorized to contract for or make other arrangements with any affiliate or third party for the provision of necessary services to your HSA.

We have entered into an agreement for certain recordkeeping and administration duties with a third party HSA administrator ("HSA Administrator"). Under this agreement, the HSA Administrator is authorized and directed to: (a) provide you with access to a personal HSA consumer portal, (b) maintain electronic records showing the assets of your HSA and records of contributions, distributions, investment sweeps and any other related transactions, (c) process distribution requests from your HSA, (d) maintain all information necessary for us to prepare required returns, reports, or other documents for applicable taxing authorities, including IRS Forms 1099-SA and 5498-SA, and (e) provide related services.

If we terminate our agreement with the HSA Administrator, we may resign on the effective date of termination of the agreement between us and the HSA Administrator and you may be responsible for the transfer of your HSA.

If the HSA Administrator terminates its agreement with us, the HSA Administrator may also make arrangements for transfer of your HSA to a successor custodian.

#### **11.04 Notice and Change of Address.**

We reserve the right, at our discretion, to post notices on your HSA consumer portal or send notices via email or U.S. Mail to the last electronic or mailing address maintained for you by your HSA Administrator in its records. Such notice will be considered effective when posted or sent to the intended recipient, whether by email or mail. Any notice you send to your HSA Administrator to change your email address or other mailing address will be considered effective when actually received. In the event of your death, your spouse or account beneficiary must notify your HSA Administrator of any corresponding change in e-mail or other mailing address. Any notice you provide to your HSA Administrator or us will be considered effective when actually received.

**11.05 Representations and Responsibilities.** You represent and warrant that any information you and/or your agents provide to us is accurate and complete, and that your actions comply with this agreement and applicable laws governing HSAs. Further, you agree that any directions you give your HSA administrator or action you take will be proper under the agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, or we receive ambiguous directions regarding any transaction, or we in good faith believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We shall not be responsible in the event of any failure or interruption of services resulting from the act or omission of any third party service provider used to give such direction, and shall not be responsible for any losses. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with your HSA. We have the right, but not the obligation to require you to provide, on a form provided by or acceptable to us, proof or certification that you are eligible to contribute to this HSA, including, but not limited to, proof or certification that you are covered by a HDHP.

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

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

We shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this agreement, or as required under the Code and the applicable guidance with respect to HSAs. You agree to indemnify and hold us and your HSA Administrator harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs and expenses, including attorneys' fees, arising from or in connection with this agreement, we may accept or provide such information in any forms permitted by law, including electronic mediums.

**11.06 Service Fees.** We reserve the right to charge a periodic service fee or other designated fees (e.g., a transfer, rollover, investment management or termination fee) for maintaining your HSA. In addition, we have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your HSA. We have the right to charge a per hour research fee for any additional services provided to you that are not described in this agreement. We may charge you separately for any fees or expenses, or may deduct the amount of the fees or expenses from the assets in your HSA at our discretion.

Your HSA custodian may charge a separate fee for administration and other services related to your HSA. You authorize your HSA custodian to deduct the amount of the fees or expenses from the assets in your HSA. Your employer may also agree to pay all or a portion of these fees on your behalf. In the event you terminate employment with your employer or otherwise discontinue making contributions under your employer's HSA funding program, you may continue to receive HSA services under the custodian's retail HSA program with a periodic service fee or other designated fees (e.g., a transfer, rollover, investment management or termination fee) for maintaining your HSA. Current fees are disclosed on the HSA consumer portal.

The amount of fees payable may be set forth in a separate fee schedule which may be part of your application or disclosed on your HSA consumer portal. In all cases, if your HSA custodian closes your HSA because your account balance does not exceed \$25 for twelve (12) consecutive months, your HSA custodian may charge you an account closing fee equal to the lesser of \$25 or the remaining balance in your HSA. If your account balance is zero, your HSA custodian has the right to close your HSA immediately.

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

**11.07 Your HSA Consumer Portal.** You will require access to the internet to open your HSA. Your HSA Administrator will provide you with access to a personal HSA consumer portal. You will need to establish a user name and password. Your HSA Administrator will post all information you need to manage your HSA on your HSA consumer portal. This information includes your account balance, contributions, distributions, annual IRS Forms 1099-SA and 5498-SA, and any amendments to this agreement. Your HSA Consumer Portal has all of the information and tools you need to manage your HSA and make investments. You agree to review your HSA at least once per month. You are responsible for protecting access to your HSA and not sharing with anyone your username and password.

**11.08 Cash Account.** Your HSA Administrator will receive contributions (including rollovers, transfers, and mistaken distributions) from you and/or your employer and transfer them to a contribution account maintained by your HSA custodian. We will transfer these amounts from the contribution account to the Cash Account in your HSA. The funds in your Cash Account are separately accounted for. The funds in your Cash Account, combined with other eligible deposits you have with us, are FDIC-insured up to \$250,000 or the current maximum level, if different.

We will pay interest on funds in your Cash Account. We may revise interest rates from time to time which will be reflected on your HSA consumer portal.

**11.09 New Accounts.** Your HSA funds will be available no later than the 9th Business Day after funds are deposited in your HSA. These restrictions may also apply to amounts contributed on your behalf by your employer. Please refer to your HSA Administrator's rules governing funds availability for details.

**11.10 Distributions.** You may access your HSA via debit card, electronic transfer or a check request. You may request a direct transfer of your HSA balance to another HSA custodian. It is within our discretion to permit in-kind transfers or distributions. The Social Security number or tax identification number of the recipient must be on file or provided to us before we are obligated to make a distribution or transfer. Distributions shall be subject to all applicable tax and other laws and regulations, including possible early distribution penalties or surrender charges and do not have any withholding requirements. You have authorized electronic debit and credit entries, if applicable, to your designated checking or savings account. You have also authorized adjustments to these accounts for error corrections. This authorization will remain in effect until the termination of this agreement.

If you request a distribution from your HSA or use your debit card for more than the balance in your Cash Account, some or all of your investments will be sold as described in Section 11.19 and sufficient funds will be transferred from your Investment Account to the Cash Account to cover the amount of the distribution.

Your HSA Administrator may temporarily hold funds in contribution or distribution accounts with us in the ordinary course of its duties. Until such time that funds deposited to a contribution account are allocated to your Cash Account, or funds are withdrawn electronically or by check from a distribution account, any revenue we earn from the use of funds deposited in these accounts shall be part of our compensation for servicing this HSA. You acknowledge and understand that fees charged under this agreement would be higher if we did not earn revenue from the funds held in these accounts.

We may require you, or your beneficiary after your death, to provide documentation and a proper tax identification number before we process a distribution. These withdrawals may be subject to taxes, withholding, and penalties. Distributions will generally be in cash or in kind based on our policies. In-kind distributions will be valued according to our policies at the time of the distribution. Any distribution by check, debit card or other method approved by us will be reported as a normal distribution, unless we inform you otherwise or unless - at the time of the distribution - we provide you with a means to state otherwise and you in fact state otherwise. Our policies may permit us to accept the return of a mistaken distribution.

**11.11 No Overdrafts Permitted.** You agree not to withdraw or attempt to withdraw funds in excess of the balance in your HSA. Should an overdraft occur, you must repay the overdraft immediately and we are not required to provide you notice or make demand for such repayment. If you have an overdraft, we reserve the right to close your HSA without notice to you. The closing of your HSA does not relieve you of your obligation to repay the full amount of the overdraft. The HSA custodian may also charge you an insufficient funds fee or a returned check fee in accordance with our published fee schedule. Contributions made by you to your HSA shall be applied first, to any outstanding fees (including overdraft fees) related to your HSA, and second, to any negative balance of your HSA. Until you contribute the

necessary funds to reinstate your HSA, all account activity shall be suspended. If after ninety (90) days you have not contributed the necessary funds, then you agree to be subject to any and all collection actions needed to recover such funds and your HSA shall be closed.

**11.12 Return of Mistaken Distribution.** If you mistakenly distribute assets from the HSA, our policies may allow you to return the assets to the HSA. If you are able to return a mistaken distribution, you must notify us of the return and be prepared to provide the IRS with clear and convincing evidence that the HSA distribution was the result of a mistake of fact due to reasonable cause. A mistaken distribution can be returned no later than April 15 following the first year you knew or should have known the distribution was a mistake.

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

### **11.13 Investment Options.**

**a. Investment Portal.** We make a broad array of mutual funds available for investment through an investment portal. These funds are selected by an independent registered investment advisor. **You acknowledge and agree that investments, including mutual funds, are not a deposit and are not insured by the FDIC or any federal government agency. We do not guarantee the value of your investments, and they may lose value. You also acknowledge that past investment performance is not a guarantee of future investment results. You agree to review investment information before you invest in mutual funds or other investments.**

The independent registered investment advisor may change available mutual funds from time to time. We will provide you advance notice of such changes so you can modify your investment instructions.

**b. Deposit Investments.** The deposit investments provided by us may include savings, share, and/or money market accounts, and certificates of deposit (CDs), and will earn a reasonable rate.

**c. Nondeposit Investments.** Nondeposit investments include investments in property, annuities, mutual funds, stocks, bonds, and government, municipal and U.S. Treasury securities, and other similar investments. Most, if not all, of the investments we offer are subject to investment risks, including possible loss of the principal amount invested.

**d. Self-Directed HSA Investments.** If your HSA is self-directed, you may invest your contributions and HSA assets in various deposit and nondeposit investments.

**11.14 Investment of Contributions.** You may invest HSA contributions in any HSA investments we offer. If you fail to provide us with investment direction for a contribution, we will return or hold all or part of such contribution based on our policies and procedures. We will not be responsible for any loss of HSA income associated with your failure to provide appropriate investment direction.

**11.15 Directing Investments.** All investment directions must be in a format or manner acceptable to us. You may invest in any HSA investments that you are qualified to purchase, and that we are authorized to offer and do offer at the time of the investment selection, and that are acceptable under the applicable laws governing HSAs.

Your HSA investments will generally be registered in our name or our nominee's name (if applicable) for the benefit of your HSA. Specific investment information may be provided at the time of the investment. Based on our policies, we may allow you to delegate the investment responsibility of your HSA to an agent by providing us with written notice of delegation in a format acceptable to us. We will not review

or guide your agent's decisions, and you are responsible for the agent's actions or failure to act. We are not responsible for directing your investments, or providing investment advice, including guidance on the suitability or potential market value of various investments. For investments in securities, we will exercise voting rights and other similar rights only at your direction, and according to our then current policies and procedures.

**11.16 Automatic Investment Setting.** You may set up your HSA to make automatic transfers from your Cash Account to the Investment Account on your HSA consumer portal. Your Cash Account must exceed the investment threshold by at least the minimum amount before transferring funds. When that occurs, the excess funds will be automatically transferred to your Investment Account. If you do not provide instructions on where to invest such amounts the funds will be held in an interest-bearing fund within your Investment Account. Unless you make changes, your investment allocations will remain in effect and be applied to both current and future contributions to your Investment Account.

Your automatic investment setting will not be monitored by us or your HSA Administrator. If all HSA assets are to be held in the Cash Account you must turn off your instructions for automatic investments in your HSA consumer portal.

Your ability to invest through your HSA depends on the balance in your Cash Account. If the investment threshold falls below the required amount by more than the minimum amount for transferring funds, your mutual funds will be automatically sold as described in Section 11.19 and transferred back to your Cash Account. This may require liquidation of some or all of your investments in order to transfer the proceeds to your Cash Account. To review and set thresholds, visit the investments section of the HSA consumer portal.

**11.17 HSA Central Investments and Processing.** You may use the Investment Portal 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 the Investment Portal and your HSA consumer portal, 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.

The custodian will process on the same Business Day all HSA account holder investment instructions received through the Investment Portal prior to Close of Market. Any instructions received through the Investment Portal after the Close of Market will be processed within one (1) Business Day from receipt of complete and accurate instructions. An HSA account holder's investment instructions received through the Investment Portal will be delayed one (1) Business Day if there are pending investment sweep transactions. It is your responsibility to determine market holidays and when there is an early market closing, which would cause your instructions to be processed on the following Business Day.

You agree that we rely only on instructions received through the Investment Portal and your HSA consumer portal, and we have no duty to investigate any instructions. Our obligation to execute your instruction is contingent upon the determination that the instruction can be administered and the instructions have followed our procedures. Your investment instructions may be delayed at our discretion due to pending investment activity.

Neither we nor your HSA Administrator will provide you investment advice, or select or recommend mutual funds for you. Neither we nor your HSA Administrator will question whether an investment you select is appropriate or suitable for you. You agree that we will not be liable for any investment losses. Investment transactions for your HSA will not be processed until we receive the funds to be invested and the instruction in proper form. Investment transactions will be processed either as soon as administratively practicable thereafter or, if later, on the scheduled date for processing.

You are solely responsible for managing the investments in your HSA and for communicating investment instructions through the Investment Portal on your HSA consumer portal. All instructions received from the

Investment Portal or your HSA consumer portal shall be deemed to have been authorized by you.

**11.18 HSA Central Investment Fees, Expenses, Dividends and Rights.** Some mutual funds may charge a redemption fee when they are sold. Any redemption fee will be charged to your Investment 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. You may invest in other investment vehicles (for example, stocks, bonds, savings accounts or other investment vehicles) only if the independent registered investment advisor makes such investments available as investment options.

**11.19 Investment Fees and Asset Liquidation.** Certain investment-related fees, which apply to your HSA, must be charged to your HSA and cannot be paid by you. We have the right to liquidate your HSA assets to pay fees and expenses, federal tax levies, or other assessments on your HSA. If you do not direct us on the liquidation, we will liquidate the assets of our choice and will not be responsible for any losses or claims that may arise out of the liquidation. You agree not to hold us liable for any adverse consequences that may result from our decision to liquidate investments in this order. You understand that you might not receive the total amount of your requested distribution due to market fluctuations during the time period for processing your distribution request.

**11.20 Cash or In-Kind Contributions.** We may accept transfers, rollovers, and other similar contributions in cash or in kind from other HSAs, Archer Medical Savings Accounts (MSAs), and as allowed by law. Prior to completing such transactions we may require that you provide certain information in a format acceptable to us. In-kind contributions will be valued according to our policies and procedures at the time of the contribution.

**11.21 Reports and Records.** We will maintain the records necessary for IRS reporting on this HSA. Required reports will be provided to you, or your beneficiary after your death, and the IRS. If you believe that your report is inaccurate or incomplete you must notify us in writing (HSA Central, P.O. Box 2825, Fargo, ND 58108) within 30 days following the receipt date. Your investments may require additional state and federal reporting.

**11.22 Tax Year of Contributions.** Any transaction that results in a regular contribution to the HSA is considered a current tax year contribution unless you specify a different tax year.

**11.23 Additional Provisions.** Additional provisions may be attached to, and made a part of, this agreement by either party. The provisions must be in writing, agreed to by us, and in a format acceptable to us.

**11.24 Disclaimers.** Your HSA is established by this agreement and is not intended to constitute an “employee welfare benefit plan” or an “employee pension benefit plan” as defined by ERISA or any similar state or federal law. Regardless of the status of the HSA under ERISA, neither we nor your HSA Administrator are a “plan administrator” or “plan sponsor” of your 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. We are not providing services to you or your HSA as a fiduciary under ERISA, under any comparable and applicable provisions of federal, state or local law, or under the Investment Advisor’s Act of 1940, and nothing in this agreement shall be construed as conferring fiduciary status upon us. If and to the extent that your HSA is deemed to be part of an arrangement or plan subject to ERISA, including any determination that your HSA is subject to ERISA’s continuation coverage requirements, this agreement

may be amended or terminated at our sole discretion as of the effective date of such determination or on such later date, as we deem appropriate.

We have no duty to determine whether your contributions or distributions comply with the Code, Treasury Regulations, IRS Rulings or this agreement. In no event shall we be responsible to determine if contributions made by your employer to your HSA meet the requirements for comparable contributions, the rules of which are set forth in the Code and IRS published guidance.

We will maintain all confidential information in accordance with all applicable banking laws and regulations. Your HSA established by this agreement, however, is not intended to be a "health plan" or other "covered entity" as defined by regulations interpreting the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). We do not have access to your personal health information and we expressly disclaim responsibility for the duties imposed upon covered entities or their business associates under HIPAA Privacy and Security Rules.

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

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

**11.25 Beneficiary(ies).** If you die before you receive all of the funds from your HSA, payments from your HSA will be made to your death beneficiary(ies). You may designate one (1) or more persons or entities as a death beneficiary of your HSA. This designation can only be made through your HSA consumer portal or on a form provided by or acceptable to us, and it will only be effective when it is filed with your HSA Administrator during your lifetime. Unless otherwise specified, each death beneficiary designation you make through your HSA consumer portal or file with your HSA Administrator will cancel all previous ones. The consent of a death beneficiary(ies) shall not be required for you to revoke a death beneficiary designation. If you have designated both primary and contingent death beneficiaries and no primary death beneficiary(ies) survives you, the contingent death beneficiary(ies) shall acquire the designated share of your HSA. If you do not designate a death beneficiary, or if all of your primary and contingent death beneficiary(ies) predecease you, your estate will be the death beneficiary. We may rely on the latest beneficiary designation on file at the time of your death, will be fully protected in doing so, and will have no liability whatsoever to any person making a claim to the HSA assets under a subsequently filed designation or for any other reason.

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

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

**11.26 Termination.** You may terminate this agreement without our consent by providing us with a written notice of termination. A termination and the resulting distribution or transfer will be processed and completed as soon as administratively feasible following the receipt of proper notice. At the time of termination we may retain the sum necessary to cover any fees and expenses, taxes, or investment penalties.

In the event you terminate employment with your employer or otherwise discontinue making contributions under your employer's HSA funding program, you may continue to receive HSA services under the custodian's retail HSA program. This program, without limitation, may change your investment choices, fees, plan type, user name, password, and/or online security features.

**11.27 Successor Organization.** If we merge with, purchase, or are acquired by, another organization, such organization, if qualified, may automatically become the successor custodian or trustee of your HSA.

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

**11.29 Our Resignation.** We can resign at any time by providing you with 30 days written notice prior to the resignation date, or within five days of our receipt of your written objection to an amendment. In the event you materially breach this agreement, we can terminate this agreement by providing you with five days prior written notice. Upon our resignation, you must appoint a qualified successor custodian or trustee. Your HSA assets will be transferred to the successor custodian or trustee once we have received appropriate direction. Transfers will be completed within a reasonable time following our resignation notice and the payment of your remaining HSA fees or expenses. At the time of resignation we may retain the sum necessary to cover any fees and expenses, taxes, or investment penalties. If you fail to provide us with acceptable transfer direction within 30 days from the date of the notice, we can transfer the assets to a successor custodian or trustee of our choice, distribute the assets to you in kind, or liquidate the assets and distribute them to you in cash.

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

**11.31 Force Majeure.** We will be released without any liability on our part from the performance of our obligations hereunder, to the extent our performance is prevented by the event of Force Majeure. Force Majeure will mean any event or condition not reasonably within our control which prevents in whole or in material part, the performance by us of our obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable.

We shall not be liable for failure to perform or delay in performance of any of our obligations under this agreement to the extent that such failure or delay results from any act of God, including but not limited to a blizzard, flood, tornado or any other adverse weather conditions; military operation; terrorist attack;

widespread and prolonged loss of use of the internet or the world wide web; national emergency; civil commotion; or the order of any government agency or acting government authority or any other cause beyond our reasonable control whether similar or dissimilar to the foregoing causes.

**11.32 Sweep Disclosure Notification.** As set forth under this agreement, you may make contributions to your HSA. Based on the value of your HSA and minimum amounts defined under this agreement, funds may be moved between your Cash Account and Investment Account. These funds may be in an Investment Account at an outside investment company, at your direction.

If you direct that the funds be at an outside investment company, then these funds are not considered a deposit account with us and are not FDIC insured. In the event we fail, these funds will remain your separate funds at the outside investment company and are subject to the provisions of the outside investment company.

By executing this agreement, you acknowledge receipt of the Sweep Disclosure Notification and agree to receive future notices of any updates to the Sweep Disclosure Notification in this agreement which is available by logging into your HSA consumer portal from [www.hsacentral.net](http://www.hsacentral.net), and going to the Investments section of the portal.

**11.33 Custodian Information.** HSA Central, 238 Madison St.; Jefferson City, MO 65101. HSA Central is a division of The Central Trust Bank, a wholly owned subsidiary of Central Banccompany.

**11.34 Amendments.** We may amend your HSA in any respect and at any time without your consent, including retroactively, to comply with applicable laws governing HSAs and the corresponding regulations. Any other amendments shall require your consent, by action or no action, and will be preceded by posting notice of the amendment on your HSA consumer portal or sending notice of the amendment via email or U.S. Mail. Unless otherwise required, you are deemed to automatically consent to an amendment when it is posted on your HSA consumer portal or sent to you at the last email or other mailing address maintained by you HSA Administrator in its records, which means that your written approval is not required for the amendment to apply to the HSA. In certain instances, the governing law or our policies may require us to secure your written consent before an amendment can be applied to the HSA. If you want to withhold your consent to an amendment, you must provide us with a written objection within 30 days of the receipt date of the amendment.

**11.35 Applicable Laws.** This agreement will be construed and interpreted in accordance with the laws of, and venued in, our state of domicile.

**11.36 Disqualifying Provisions.** Any provision of this agreement that would disqualify the HSA will be disregarded to the extent necessary to maintain the account as an HSA.

**11.37 Interpretation.** If any question arises as to the meaning any provision of this agreement, then we shall be authorized to interpret any such provision, and our interpretation will be binding upon all parties. We are not responsible for interpreting or directing beneficiary designations or divisions.

## DISCLOSURE STATEMENT

**This Disclosure Statement.** This Disclosure Statement provides you, and your beneficiaries after your death, with a summary of the rules and regulations governing this HSA.

**Definitions.** The IRS Forms 5305 series agreement for HSAs contains a definitions section. The definitions found in such section apply to this agreement. The IRS refers to you as the account owner, and us as the custodian. References to "you," "your," and "HSA owner" will mean the account holder, and "we," "us," and "our" will mean the custodian. Upon your death, your spouse beneficiary, if applicable, becomes "you" for purposes of this Disclosure Statement. In the event you appoint a third party, or have a third party appointed on your behalf to handle certain transactions affecting your "HSA," such third party will be considered your agent and, therefore, "you" for purposes of this Disclosure Statement. Additionally, references to "HSA" will mean the custodial account.

**For Additional Guidance.** It is in your best interest to seek the guidance of a tax or legal professional before completing any HSA establishment documents. Your first reference for questions concerning your HSA should be Internal Revenue Code (IRC) Section 223, other relevant IRC sections, and all additional Internal Revenue Service (IRS) guidance; IRS publications that include information about HSAs; any additional provisions or amendments to such documents; and this Disclosure Statement. For more information, you can also refer to the instructions to your federal income tax return, your local IRS office, or the IRS's website at [www.irs.gov](http://www.irs.gov).

### HSA Restrictions and Approval.

- 1. IRS Form 5305-B or 5305-C Agreement.** This Disclosure Statement and the IRS Forms 5305 series agreement, amendments, application, and additional provisions set forth the terms and conditions governing your HSA. Such documents are the agreement.
- 2. Individual/Family Benefit.** This HSA must be for the exclusive benefit of you, your spouse, and your dependents and, upon your death, your beneficiaries. The HSA must be established in your name and not in the name of your beneficiary, living trust, or another party or entity.
- 3. Beneficiary Designation.** By completing the appropriate section on the corresponding Health Savings Account Application you may designate any person(s) as your beneficiary to receive your HSA assets upon your death. You may also change or revoke an existing designation in such manner and in accordance with such rules as we prescribe for this purpose. If there is no beneficiary designation on file at the time of your death, or if none of the beneficiaries on file are alive at the time of your death, your HSA assets will be paid to your estate. We may rely on the latest beneficiary designation on file at the time of your death, will be fully protected in doing so, and will have no liability whatsoever to any person making a claim to the HSA assets under a subsequently filed designation or for any other reason.
- 4. Cash Contributions.** Regular or annual HSA contributions must be in cash, which may include a check or money order. It is within our discretion to accept in-kind contributions for rollovers, transfers, or similar transactions.
- 5. HSA Custodian.** An HSA custodian must be a bank, an insurance company, a person previously approved by the IRS to be a custodian of an individual retirement account (IRA), or Archer Medical Savings Account (MSA) or any other person approved by the IRS.
- 6. Prohibition Against Life Insurance and Commingling.** None of your HSA assets may be invested in life insurance contracts, or commingled with other property, except in a common trust fund or common investment fund.

**7. Nonforfeitability.** The assets in your HSA are not forfeitable.

**8. Collectibles.** Generally, none of your HSA assets may be invested in collectibles, including any work of art, rug, or antique, metal or gem, stamp or coin, alcoholic beverage, or any other tangible personal property. If we allow, you may invest your HSA assets in the following coins and bullion: certain gold, silver, and platinum coins minted by the United States; a coin issued under the laws of any state; and any gold, silver, platinum, and palladium bullion of a certain fineness, and only if such coins and bullion are held by us. For additional guidance on collectibles, see Section 408(m) of the Internal Revenue Code (IRC).

**9. Cash or In-Kind Rollovers.** You may be eligible to make a rollover contribution of your HSA or Archer MSA distribution, in cash or in kind, to an HSA. These and other potential rollovers to and from HSAs are described in greater detail elsewhere in this Disclosure Statement.

**10. No Prohibited Transactions.** If you engage in a prohibited transaction, the HSA loses its tax exempt status as of the first day of the year. You must include the fair market value of your HSA as of that first day in your gross income for the year during which the prohibited transaction occurred, and pay all applicable taxes and penalties.

**11. No Pledging.** If you pledge all or a portion of your HSA as security for a loan, the portion pledged will be treated as a distribution to you, and the taxable amount will be included in gross income, and may be subject to the 20 percent early-distribution penalty tax.

**12. IRS Approval of Form.** This agreement includes an IRS Forms 5305 series agreement. Articles I through X of this IRS agreement have been reviewed and approved by the IRS. This approval is not a determination of its merits, and not an endorsement of the investments provided by us or the operation of the HSA. Article XI of this IRS agreement contains additional contract provisions that have not been reviewed or approved by the IRS.

**13. State Laws.** State laws may affect your HSA in certain situations, including deductions, beneficiary designations, agency relationships, consent, taxes, tax withholding, and reporting.

## HSA Eligibility.

**1. Eligibility for an HSA.** You are an eligible individual and may make or receive an HSA regular contribution if, with respect to any month, you:

- a. are covered under a high-deductible health plan (HDHP);
- b. are not covered by any other type of health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage);
- c. are not enrolled in Medicare; and
- d. may not be claimed as a dependent on another person's tax return.

**2. High-Deductible Health Plan.** Generally, an HDHP is a health plan that provides significant benefits and satisfies certain requirements with respect to deductibles and out-of-pocket expenses. For purposes of this HSA, a high deductible health plan is a plan with a minimum annual deductible and an out-of-pocket expense limit as follows:

Tax Year	HDHP Coverage	Minimum Deductible	Out-of-Pocket Expense Limit
2024	Self-Only	\$1,600	\$8,050
	Family	\$3,200	\$16,100
2023	Self-Only	\$1,500	\$7,500
	Family	\$3,000	\$15,000

**3. Permitted Insurance.** You are eligible for an HSA if you have coverage for any benefit provided by permitted insurance. An example of permitted insurance is insurance for a specific disease or illness, such as cancer insurance. In addition, you are eligible for an HSA if you have coverage (whether provided through insurance or otherwise) for accidents, disability, dental care, vision care, or long-term care.

## HSA Contributions.

**1. Who Can Make Regular or Annual Contributions.** If you meet the eligibility requirements for an HSA, you, your employer, your family members, or any other person (including nonindividuals) may contribute to your HSA. This is true whether you are self-employed or unemployed.

**2. Regular or Annual Contributions.** Contributions to your HSA by any means (e.g., point of sale credits) are considered regular contributions for the current year, unless you provide us with instruction otherwise.

**a. Maximum Annual Contributions.** In general, the maximum annual contribution is the contribution limit based on HDHP coverage as shown in the following chart:

Tax Year	HDHP Coverage	Contribution Limit	Catch-Up Contribution Limit	Total Contribution Limit
2024	Self-Only	\$4,150	\$1,000	\$5,150
	Family	\$8,300	\$1,000	\$9,300
2023	Self-Only	\$3,850	\$1,000	\$4,850
	Family	\$7,750	\$1,000	\$8,750

Your maximum annual contribution is generally determined by adding together your monthly contribution limits for the year. Your monthly contribution limit is determined on the first day of each month that you are an eligible individual. A monthly contribution limit is 1/12 of the annual contribution limit based on your health plan coverage (self-only or family) for such month.

However, your maximum annual contribution may be a greater amount if you are an eligible individual on the first day of the last month (December 1 for calendar-year taxpayers). If so, you are treated as an eligible individual for all months of the tax year and you may contribute up to such tax year's annual contribution limit based on your HDHP coverage (self-only or family) on December 1 (for calendar-year taxpayers).

If your maximum contribution amount determined under this method is greater than your monthly-determined maximum, and you contribute the greater amount, a testing period applies. The testing period for this provision begins with the last month of the contribution year and ends on the last day of the 12th month following such month (December 31 for calendar-year taxpayers). If you do not continue to be an eligible individual for the entire testing period, unless you die or become disabled, the difference between your monthly-determined maximum and the amount you contributed is includable in your gross income for the year of failure and is subject to a 20 percent penalty tax. For example, if you are an eligible individual and enroll in self-only HDHP coverage on January 1 but change to family HDHP coverage on November 1 and retain family HDHP coverage through December 31 of the same year, you may be able to contribute up to the full annual contribution limit for family coverage (plus catch-up if you are eligible) because it is greater than the sum of the monthly contribution limits (10/12 of the self-only annual limit plus 2/12 of the family limit).

**b. Qualified HSA Funding Distribution.** If you are an eligible HSA individual, you may elect to take a qualified HSA funding distribution from your IRA (not including ongoing SEP and SIMPLE IRAs) to the extent such distribution is contributed to your HSA in a trustee-to-trustee transfer. This amount is aggregated with all other annual HSA contributions and is subject to your annual HSA contribution

limit. The contribution is made for the tax year of the distribution. A qualified HSA funding distribution election is irrevocable and is generally available once in your lifetime. A testing period applies. The testing period for this provision begins with the month of the contribution to your HSA and ends on the last day of the 12th month following such month. If you are not an eligible individual for the entire testing period, unless you die or become disabled, the amount of the contribution made under this provision will be includable in gross income for the tax year of the month you are not an eligible individual, and is subject to a 20 percent penalty tax.

**c. Annual Contributions Aggregated.** If you have more than one HSA, the aggregate annual contributions to all the HSAs are subject to the contribution limit. This limit is decreased by the aggregate contributions to an Archer MSA. The same annual contribution limit applies whether the contributions are made by you, your employer, your family members, or any other person (including nonindividuals). Contributions may be made on your behalf even if you have no compensation or if the contributions exceed your compensation.

**d. Catch-Up Contributions.** Catch-up contributions are regular HSA contributions made in addition to any other regular HSA contributions. You are eligible to make catch-up contributions if you meet the eligibility requirements for regular contributions and are age 55 or older by the end of your taxable year and not enrolled in Medicare. As with the annual contribution limit, the catch-up contribution is generally computed on a monthly basis. However, you may be eligible to contribute the entire catch-up contribution amount even if you are not an eligible individual for the entire tax year using the same first day of the last month eligibility rules and testing period applicable to the annual contribution limit.

**3. One or Both Spouses Have Family Coverage.** You and your spouse are treated as having family coverage if one or both of you has family coverage. The contribution limit is divided equally between you and your spouse, unless each of you agree on a different division. The family coverage limit is reduced further by any contribution to an Archer MSA. However, each of you may make the catch-up contributions to your own separate HSA without exceeding the family coverage limit.

#### **4. Contribution Deductibility.**

**a. Your Contributions.** Contributions made by you to an HSA, which do not exceed the maximum annual contribution amount, are deductible by you when determining your adjusted gross income. You are not required to itemize deductions in order to take this deduction. However, you cannot also deduct the contributions as medical expenses under Internal Revenue Code (IRC) Section 213. Contributions by family members or any other person (including nonindividuals) on your behalf are also deductible by you. A contribution of a qualified HSA funding distribution from an IRA is not deductible.

**b. Employer Contributions.** Employer contributions are treated as employer-provided coverage for medical expenses under an accident or health plan and are excludable from your gross income. The employer contributions are not subject to withholding from wages for income tax or subject to the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), or the Railroad Retirement Tax Act. Contributions to your HSA through a cafeteria plan are treated as employer contributions. You cannot deduct employer contributions on your federal income tax return as HSA contributions or as medical expense deductions under IRC Section 213.

**5. Contribution Deadline.** You or your employer may make regular (including catch-up) HSA contributions any time for a taxable year up to and including your federal income tax return due date, excluding extensions, for that taxable year. The due date for most taxpayers is April 15. The deadline may be extended in some situations. Examples include a federally declared disaster, a terroristic or military action, or service in a combat zone.

**6. Return of Mistaken Distribution.** If you mistakenly distribute assets from the HSA, our policies may allow you to return the assets to the HSA. If you are able to return a mistaken distribution, you must notify us of the return and be prepared to provide the IRS with clear and convincing evidence that the HSA distribution was the result of a mistake of fact due to reasonable cause. A mistaken distribution can be returned no later than April 15 following the first year you knew or should have known the distribution was a mistake.

**Moving Assets To and From HSAs.** There are a variety of transactions that allow you to move assets to and from your HSA in cash or in kind based on our policies. We have sole discretion on whether we will accept, and how we will process, movements of assets to and from HSAs. We or the other financial organization involved in the transaction may require documentation for such activities.

**1. HSA-to-HSA Transfers.** You may transfer all or a portion of your HSA assets from one HSA to another HSA. An HSA transfer means that the HSA assets move from one HSA to another HSA in a manner that prevents you from cashing or liquidating the HSA assets, or even depositing the assets anywhere except in the receiving HSA. Transfers are not taxable or reportable, and the IRS does not impose timing or frequency restrictions on transfers. You may be required to complete a transfer authorization form prior to transferring your HSA assets.

**2. Archer MSA-to-HSA Transfers.** A transfer of Archer MSA assets to an HSA is permitted. However, HSA assets cannot be transferred to an Archer MSA.

**3. HSA-to-HSA Rollovers.** An HSA rollover is another way to move assets tax-free between HSAs. You may roll over all or a portion of your HSA assets by taking a distribution from an HSA and recontributing it as a rollover contribution into the same or another HSA. Rollovers to HSAs are not allowed from traditional or Roth IRAs, health flexible spending arrangements (FSAs), and employer-sponsored retirement plans. You must report your HSA rollover to the IRS on your federal income tax return. Your contribution may only be designated as a rollover if the HSA distribution is deposited within 60 calendar days following the date you receive the distributed assets. You are limited to one rollover per 1-year (12-month) period. You may only roll over one HSA distribution per 1-year period aggregated between all of your HSAs. For example, if you have HSA 1, HSA 2, and HSA 3, and take a distribution from HSA 1 and roll it over into a new HSA 4, you will have to wait 1 year from the date of that distribution to take another distribution from any of your HSAs and subsequently roll it over into an HSA.

**4. Archer MSA-to-HSA Rollovers.** Rollovers from an Archer MSA to an HSA are permitted according to the same rules as HSA-to-HSA distributions and rollovers. However, HSA assets cannot be rolled over to an Archer MSA.

**HSA Distributions.** You or, after your death, your beneficiary may take an HSA distribution, in cash or in kind based on our policies, at any time. However, depending on the timing and amount of your distribution you may be subject to income taxes and/or penalty taxes. HSA custodians/trustees are not responsible for determining whether HSA distributions are used for qualified medical expenses.

**1. Removal of Excess Contributions.** You may withdraw all or a portion of your excess contribution and attributable earnings by your federal income tax return due date, including extensions, for the taxable year for which you made the contribution. The excess contribution amount distributed will generally not be taxable, but the attributable earnings on the contribution will be taxable in the year in which the distribution is received. If you timely file your federal income tax return, you may still remove your excess contribution, plus attributable earnings, as late as October 15 for calendar year filers.

**2. Qualified Medical Expenses.** Qualified medical expenses are expenses paid by you, your spouse, or your dependents for medical care as defined in IRC Section 213(d) or as otherwise permitted by law, but only to the extent the expenses are not covered by insurance or otherwise. The qualified medical expenses must be incurred only after the HSA has been established.

**3. Death.** Upon your death, any balance remaining in your HSA becomes the property of the beneficiaries named in the HSA agreement.

**a. Spouse.** If your spouse is the beneficiary of your HSA, the HSA becomes his/her HSA as of the date of your death. We may require your spouse to transfer the assets to an HSA of his/her own. Your spouse is subject to income tax only to the extent distributions from the HSA are not used for qualified medical expenses.

**b. Nonspouse.** If your beneficiary is not your spouse, the HSA ceases to be an HSA as of the date of your death. If your beneficiary is your estate, the fair market value of your HSA as of the date of your death is taxable on your final return. For other beneficiaries, the fair market value of your HSA is taxable to them in the tax year that includes such date. For such a person (except your estate), this amount is reduced by any payments from the HSA made for your qualified medical expenses, if paid within one year after your death.

**4. Removal of Employer Contributions.** If your employer contributes an amount in excess of the maximum annual contribution amount, or if your employer makes a contribution to your HSA but you were never an eligible individual, your employer may request a distribution from your HSA to correct the error.

#### **Federal Income Tax Status Distributions.**

**1. Taxation.** Distributions from your HSA used exclusively to pay for or reimburse qualified medical expenses of you, your spouse, or your dependents are excludable from gross income. In general, amounts in an HSA can be used for qualified medical expenses and will be excludable from gross income even if you are not currently eligible for contributions to the HSA. However, any amount of the distribution not used exclusively to pay for or reimburse qualified medical expenses of you, your spouse, or your dependents is includable in your gross income and is subject to an additional 20 percent tax penalty on the amount includable, except in the case of distributions made after your death, your disability, or your attainment of age 65. HSA distributions which are not rolled over will be taxed as income in the year distributed, unless they are used for qualified medical expenses. You may also be subject to state or local taxes and state withholding on your HSA distributions.

**2. Earnings.** Earnings, including gains and losses, on your HSA will not be subject to federal income taxes until they are considered distributed.

**3. Ordinary Income Taxation.** Your taxable HSA distribution is usually included in gross income in the distribution year.

**Estate and Gift Tax.** The designation of a beneficiary to receive HSA distributions upon your death will not be considered a transfer of property for federal gift tax purposes. Upon your death, the value of all assets remaining in your HSA will usually be included in your gross estate for estate tax purposes, regardless of the named beneficiary or manner of distribution. There is no specific estate tax exclusion for assets held within an HSA.

**Annual Statements.** Each year we will furnish you and the IRS with IRS-required statements reflecting the activity in your HSA.

**Federal Tax Penalties and IRS Forms 5329 or 8889.** Several tax penalties may apply to your various HSA transactions, and are in addition to any federal, state, or local taxes. Federal penalties and excise taxes are reported and remitted to the IRS by completing either IRS Form 5329 or Form 8889 and attaching the applicable form(s) to your federal income tax return. The penalties may include any of the following taxes:

**1. Additional Tax.** Any amount of a distribution not used exclusively to pay for or reimburse qualified medical expenses of you, your spouse, or your dependents is subject to an additional 20 percent tax on the amount includable in your gross income, except in the case of distributions made after your death, your disability, or your attainment of age 65. Separately, any failure to meet a required testing period resulting in amounts includable in gross income will make such amounts subject to an additional 10 percent tax.

**2. Excess Contribution Penalty Tax.** If a contribution to your HSA exceeds the amount you are eligible for, you have an excess contribution, which is subject to a 6 percent excise tax. The excise tax applies each year that the excess contribution remains in your HSA.