

## Health Savings Account Custodial Agreement (Under Section 223(a) of the Internal Revenue Code)

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### Article I

- 1.01 The Custodian will accept additional cash contributions for the tax year made by the Account Owner or on behalf of the Account Owner (by an employer, family member or any other person). No contributions will be accepted by the Custodian for any account owner that exceeds the maximum amount for family coverage plus the catch-up contribution.
- 1.02 Contributions for any tax year may be made at any time before the deadline for filing the Account Owner's federal income tax return for that year (without extensions).
- 1.03 Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this Custodial Agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II of this Custodial 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 of this Custodial Agreement.
- 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 owner with single coverage is \$4,150. This amount increases to \$4,300 in 2025. For calendar year 2024, the maximum annual contribution limit for an account owner with family coverage is \$8,300. This amount increases to \$8,550 2025. These limits are subject to cost-of-living adjustments after 2024.
- 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 owner 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

- 3.01 It is the responsibility of the Account Owner to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II of this Custodial Agreement. If contributions to this HSA exceed the maximum annual contribution limit, the Account Owner shall notify the trustee that there exist excess contributions to the HSA. It is the responsibility of the Account Owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

### Article IV

- 4.01 The Account Owner's interest in the balance in this Custodial Account is nonforfeitable.

### Article V

- 5.01 No part of the custodial funds in this Custodial Account may be invested in life insurance contracts or in collectibles as defined in Section 408(m) of the IRC.
- 5.02 The assets of this Custodial Account may not be commingled with other property except in a common trust fund or common investment fund.
- 5.03 Neither the Account Owner nor the Custodian will engage in any prohibited transaction with respect to this Custodial Account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in Section 4975 of the IRC).

### Article VI

- 6.01 Distributions of funds from this Custodial Account may be made upon the direction of the Account Owner.
- 6.02 Distributions from this Custodial Account that are used exclusively to pay or reimburse qualified medical expenses of the Account Owner, his or her spouse, or dependents are tax-free. However, distributions that are not used for qualified medical expenses are included in the Account Owner'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 Owner'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 Owner 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

- 7.01 If the Account Owner dies before the entire interest in the Custodial Account is distributed, the entire Custodial Account will be disposed of as follows:
- 7.02 If the Designated Beneficiary is the Account Owner's spouse, the HSA will become the spouse's HSA as of the date of death.
- 7.03 If the Designated Beneficiary is not the Account Owner's spouse, the HSA will cease to be an HSA as of the date of death. If the Designated Beneficiary is the Account Owner's estate, the fair market value of the account as of the date of death is taxable on the Account Owner's final return. For other beneficiaries, the fair market value of the HSA is taxable to that person in the tax year that includes such date.

#### **Article VIII**

- 8.01 The Account Owner agrees to provide the Custodian with information necessary for the Custodian to prepare any report or return required by the IRS. The Custodian agrees to prepare and submit any report or return as prescribed by the IRS.

#### **Article IX**

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

#### **Article X**

- 10.01 This Custodial Agreement will be amended from time to time by the Custodian to comply with the provisions of the IRC, IRS published guidance, or other applicable laws or regulatory guidance. Other amendments, including any updates, changes or replacements of any part of this Custodial Agreement may be made upon 30 days' prior notice to the Account Owner.

#### **Article XI**

- 11.01 **Applicable Law:** This Custodial Agreement is subject to all applicable federal laws and regulations and shall be governed by and construed under the applicable laws of the State of Illinois, where the Custodian is organized.

- 11.02 **Custodian:** The Custodian for the Custodial Account is Inspira Financial Trust, LLC.

- 11.03 **Resolving Disputes and Binding Arbitration:**

- (a) The Account Owner, Account Owner's representatives and agents or Designated Beneficiaries and the Custodian must first attempt in good faith to resolve by negotiation any dispute that in any way arises out of or relates to this Custodial Agreement. In the event that the parties are unable to resolve their dispute by negotiation, any controversy, claim, counterclaim, cross claim, or other dispute arising out of or relating to the Custodial Account or this Custodial Agreement, or the breach, termination, interpretation or validity thereof, including any challenge to the making of this Custodial Agreement or the determination of the scope or applicability or enforceability of this Custodial Agreement to arbitrate, whether sounding in tort, contract, equity, statute or otherwise, must be settled by individual, confidential, binding arbitration before a sole arbitrator, in accordance with the laws of the State of Illinois for agreements made in and to be performed in Illinois. ARBITRATION MEANS ACCOUNT OWNER WAIVES THE RIGHT TO A JURY TRIAL.
- (b) Any and all claims arising out of or relating to the Custodial Account or this Custodial Agreement are barred unless an arbitration is filed within two (2) years from the date that the Account Owner, the Account Owner's representatives or agents, or Designated Beneficiaries knew or could have known of the facts giving rise to such claim or claims.
- (c) If the Account Owner, Account Owner's representatives and agents, or Designated Beneficiaries file an arbitration claim against the Custodian, the proceedings and hearings in the case will take place only in Chicago, Illinois, to the exclusion of any other venue or forum, if the amount of the claim is \$50,000 or more; and the proceedings and hearings in the case will take place only in the city with a United States District Court nearest to the residence of the claimant if the amount of the claim is less than \$50,000. If the Custodian files arbitration against the Account Owner, the proceedings and hearings in the case shall take place only in the city with a United States District Court nearest to the residence of the Account Owner.
- (d) The arbitration will be administered by Judicial Arbitration and Mediation Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures, as may be in effect from time to time ("JAMS Rules"). The parties acknowledge that the Account Owner is an investor, not a consumer, and this Custodial Agreement concerns investment transactions in a Custodial Account that are controlled by the Account Owner. Therefore, the parties specifically agree and acknowledge that the JAMS Consumer Arbitration Minimum Standards do not and shall not apply to any arbitration that arises from this Article. This includes, but is not limited to, any provisions of the JAMS Consumer Arbitration Minimum Standards that allocate the costs and fees associated with the arbitration, that set the venue for the arbitration, or any other provision of those Standards that conflicts with the terms of this Custodial Agreement.
- (e) In the event of an arbitration, certain fees, expenses and costs will be required to be paid by the Account Owner based on the JAMS Rules. Disputes will not be resolved in any other forum or venue. The parties agree that any arbitration will be conducted by a retired judge who is experienced in dispute resolution. Pre-arbitration discovery will be limited to the greatest extent provided by the JAMS Rules and discovery protocols of JAMS. Motions for summary disposition of a particular claim or issue will be permitted to the greatest extent allowed by the JAMS Rules.
- (f) Any arbitration award will not include factual findings or conclusions of law, and no consequential, punitive, indirect, incidental, exemplary or special damages will be awarded. The arbitrator will not have any power or authority to render any award or issue any order at any time except as permitted in this Custodial Agreement. The award of the arbitrator will be binding on both parties, is not appealable, and may not be disputed in any court. Notwithstanding any other rules, no arbitration proceeding brought against the Custodian will be consolidated with any other arbitration proceeding without the Custodian's consent. Judgment may be entered upon any award granted in any arbitration in any court of competent jurisdiction in Chicago, Illinois, or in any other court having jurisdiction for this limited purpose only. The arbitrator will have the authority to award reasonable attorneys' fees and costs, including the costs of the arbitration, to the prevailing party. The Account Owner and the Account Owner's representatives and agents or Account Beneficiaries agree that claims and disputes may only be brought to arbitration in the Account Owner's individual capacity and not as a plaintiff or class member in any purported class or representative arbitration. The prevailing party in any judicial motion to compel arbitration or confirm or enforce an arbitration award rendered pursuant to this paragraph shall be entitled to reimbursement of its reasonable

attorneys' fees and costs from the non-moving party.

11.04 **Annual Accounting:** The Custodian shall, at least annually, provide the Account Owner or Designated Beneficiary (in the case of death) with an accounting of such Account Owner's Custodial Account. Such accounting shall be deemed to be accepted by the Account Owner or Designated Beneficiary if the Account Owner or Designated Beneficiary does not object in writing within 60 days after the mailing of such accounting statement.

11.05 **Amendment:** The Account Owner (or the Designated Beneficiary if the Account Owner has died) irrevocably delegates to the Custodian the right and power to amend this Custodial Agreement. Except as hereafter provided, the Custodian will give the Account Owner 30 days' prior written notice of any amendment. In case of an amendment, including a retroactive amendment, required by law, the Custodian will provide written notice to the Account Owner of the amendment within 30 days after the amendment is made, or if later, by the time that notice of the amendment is required to be given under regulations or other guidance provided by the IRS. The Account Owner (or Designated Beneficiary, if applicable) shall be deemed to have consented to any such amendment unless the Account Owner (or Designated Beneficiary) notifies the Custodian to the contrary within 30 days after notice to the Account Owner or Designated Beneficiary and requests a distribution or transfer of the entire balance in the Custodial Account.

11.06 **Resignation and Removal of Custodian:**

- (a) The Custodian may resign and appoint a successor trustee or custodian to serve under this Custodial Agreement or under another governing agreement selected by the successor trustee or custodian by giving the Account Owner or Designated Beneficiary written notice at least 30 days prior to the effective date of such resignation and appointment. The Account Owner or Designated Beneficiary shall then have 30 days from the date of such notice to either request a distribution of the entire account balance or designate a different successor trustee or custodian and notify the Custodian of such designation. If the Account Owner or Designated Beneficiary does not request full distribution of the account balance or notify the Custodian of the designation of a different successor trustee or custodian within such 30 day period, the Account Owner or Designated Beneficiary shall be deemed to have consented to the appointment of the successor trustee or custodian and the terms of any new governing instrument, and neither the Account Owner or Designated Beneficiary nor the successor shall be required to execute any written document to complete the transfer of the account to the successor trustee or custodian. The successor trustee or custodian may rely on any information, including beneficiary designations, previously provided by the Account Owner or Designated Beneficiary to the Custodian.
- (b) The Account Owner or Designated Beneficiary may at any time remove the Custodian and replace the Custodian with a successor trustee or custodian of the Account Owner or Designated Beneficiary's choice by giving 30 days' notice of such removal and replacement. The Custodian shall then deliver the assets of the account as directed by the Account Owner or Designated Beneficiary. However, the Custodian may retain a portion of the assets of the Custodial Account as a reserve for payment of any anticipated remaining fees and expenses, and shall pay over any remainder of this reserve to the successor trustee or custodian upon satisfaction of such fees and expenses.
- (c) The Custodian may resign and demand that the Account Owner or Designated Beneficiary appoint a successor trustee or custodian of this Custodial Account by giving the Account Owner or Designated Beneficiary written notice at least 30 days prior to the effective date of such resignation. The Account Owner or Designated Beneficiary shall then have 30 days from the date of such notice to designate a successor trustee or custodian, notify the Custodian of the name and address of the successor trustee or custodian, and provide the Custodian with appropriate evidence that such successor has accepted the appointment and is qualified to serve as trustee or custodian of a Health Savings Account.
  - (1) If the Account Owner or Designated Beneficiary designates a successor trustee or custodian and provides the Custodian evidence of the successor's acceptance of appointment and qualification within such 30-day period, the Custodian shall then deliver all of the assets held by the Custodian in the Custodial Account (whether in cash or personal or real property, wherever located, and regardless of value) to the successor trustee or custodian.
  - (2) If the Account Owner or Designated Beneficiary does not notify the Custodian of the appointment of a successor trustee or custodian within such 30 day period, then the Custodian may distribute all of the assets held by the Custodian in the Custodial Account (whether in cash or personal or real property, wherever located, and regardless of value) to the Account Owner or Designated Beneficiary, outright and free of trust, and the Account Owner or Designated Beneficiary shall be wholly responsible for the tax consequences of such distribution.

In either case, the Custodian may expend any assets in the account to pay expenses of transfer (including re-registering the assets and preparation of deeds, assignments, and other instruments of transfer or conveyance) to the successor trustee or custodian or the Account Owner or Designated Beneficiary, as the case may be. In addition, the Custodian may retain a portion of the assets as a reserve for payment of any anticipated remaining fees and expenses. Upon satisfaction of such fees and expenses, the Custodian shall pay over any remainder of the reserve to the successor trustee or custodian or to the Account Owner or Designated Beneficiary, as the case may be.

11.07 **Custodian's Fees and Expenses:**

- (a) The Account Owner or Designated Beneficiary agrees to pay the Custodian any and all fees specified in the Custodian's current published fee schedule for establishing and maintaining the Custodial Account, including any fees for distributions from, transfers from, and terminations of the Custodial Account. The Custodian may change its fee schedule at any time by giving the Account Owner or Designated Beneficiary 30 days prior written notice.
- (b) The Account Owner or Designated Beneficiary agrees to pay any expenses incurred by the Custodian in the performance of its duties in connection with the Custodial Account. Such expenses include, but are not limited to, administrative expenses, legal fees, accounting fees, valuation fees from a qualified

independent third party appraiser, regulatory fees and any taxes or assessments of any kind whatsoever that may be levied with respect to such Custodial Account.

- (c) All such fees, taxes, and other administrative expenses charged to the Custodial Account shall be collected either from the assets in the Custodial Account or from any contributions to or distributions from such Custodial Account if not paid by the Account Owner or Designated Beneficiary, but the Account Owner or Designated Beneficiary shall be responsible for any deficiency.
  - (d) In the event that for any reason the Custodian is not certain as to who is entitled to receive all or part of the assets in the Custodial Account, the Custodian reserves the right to withhold any payment from the Custodial Account, to request a court ruling to determine the disposition of the Custodial assets, and to charge the Custodial Account for any expenses incurred in obtaining such legal determination.
  - (e) The Custodian shall be entitled to receive, from the assets held in the Custodial Account, a fee equal in amount to all income that is generated from any Undirected Cash (defined as any cash in the Custodial Account not invested pursuant to a specific investment direction by Account Beneficiary or Designated Beneficiary) which has been deposited by Custodian into FDIC or other United States government insured financial institutions, United States government securities, or securities that are insured or guaranteed by the United States government, as provided in Section 12.01(b) of this Custodial Agreement. Custodian's fees from the Undirected Cash in the Custodial Account are associated with cash management activities, including, but not limited to, account maintenance, depository bank selection, transaction processing, sub-accounting, record keeping, and other services performed under the terms of this Custodial Agreement. Custodian retains the right, but does not have the obligation, to reduce this fee by rebating a portion of the fee into the Custodial Account. The Account Owner or Designated Beneficiary agrees that this fee may be retained by the Custodian as compensation for the services provided by Custodian under this Custodial Agreement. The Custodian reserves the right to change all or part of the fee schedule at its discretion with 30 days advance written notice to Account Owner or Designated Beneficiary.
- 11.08 **Withdrawal Requests:** All requests for withdrawal shall be in writing on a form provided by the Custodian. Such written notice must also contain the reason for the withdrawal and the method of distribution being requested. The Custodian, in its sole discretion, may permit payments from the Custodial Account to be made directly to the health service provider as permitted on the form provided by the Custodian. However, any such payments made to any person other than the Account Owner (or Designated Beneficiary, if applicable) shall be reported in accordance with IRS instructions to the Account Owner or Designated Beneficiary, as appropriate. The Custodian also, in its sole discretion, may develop other administrative processes to effectuate payments from the Custodial Account, including but not limited to, check writing privileges or debit cards.
- 11.09 **Responsibilities:** The Account Owner agrees that all information and instructions given to the Custodian by the Account Owner is complete and accurate and that the Custodian shall not be responsible for any incomplete or inaccurate information provided by the Account Owner or Account Owner's Designated Beneficiary(ies). The Account Owner agrees to be responsible for all tax consequences arising from contributions to and distributions from the Custodial Account and acknowledges that no tax advice has been provided by the Custodian. The Account Owner also agrees to be responsible for determining his or her eligibility to participate in the HSA, including the amount and deductibility of HSA contributions to or for distributions from the HSA for federal and/or state income tax purposes. The Account Owner also agrees to be responsible for determining whether or not the health plan meets the requirements of a High Deductible Health Plan and whether any payments from the HSA are used for eligible medical expenses.
- 11.10 **Designated Beneficiary:** Except as may be otherwise required by state law, in the event of the Account Owner's death, the balance in the Custodial Account shall be paid to the Designated Beneficiary(ies) designated by the Account Owner on a beneficiary designation form acceptable to and filed with the Custodian. The Account Owner may change its beneficiary or beneficiaries at any time by filing a new beneficiary designation with the Custodian. If no beneficiary designation is in effect, if none of the named beneficiaries survive the Account Owner, or if the Custodian cannot locate any of the named beneficiaries after reasonable search, any balance in the Custodial Account will be payable to the Account Owner's spouse, and if the spouse has predeceased the Account Owner or the Account Owner has no spouse, the benefit will be payable to the Account Owner's estate. If the Account Owner's Designated Beneficiary is his or her spouse, the spouse may elect to treat the Custodial Account as the spouse's own Custodial Account. The term Account Owner also includes the Designated Beneficiary, where appropriate, throughout this Custodial Agreement.

## Article XII

### 12.01 Investment of Contributions:

- (a) At the direction of the Account Beneficiary (or the direction of the designated beneficiary upon the Account Beneficiary's death), the Custodian shall invest all contributions to the Custodial Account and earnings thereon in investments that are acceptable to the Custodian, and that are considered administratively feasible by the Custodian, which may include but are not limited to marketable securities traded on a recognized exchange or "over the counter" (excluding any securities issued by the Custodian), certificates of deposit, real estate, deeds of trust, mortgages, unsecured notes, limited partnerships, limited liability companies, private stock, other private placement offerings, and other investments to which the Custodian consents, in such amounts as are specifically selected and specified by the Account Owner or Designated Beneficiary in orders to the Custodian in such form as may be acceptable to the Custodian, without any duty to diversify and without regard to whether such property is authorized by the laws of any jurisdiction as a trust investment. The Custodian shall be responsible for the execution of such orders and for maintaining adequate records thereof. However, if any such orders are not received as required, or, if received, are unclear in the opinion of the Custodian, or if there is insufficient Undirected Cash in the Custodial Account to comply with such orders, all or a portion of the contribution may be held uninvested without liability for loss of income or appreciation, and without liability for interest pending receipt of such orders or clarification, or the contribution may be returned. The Custodian shall have no duty other than

- to follow the written investment directions of the Account Owner or Designated Beneficiary, and shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by the Account Owner or Designated Beneficiary under any circumstances.
- (b) Account Owner and Designated Beneficiary hereby acknowledge and agree that Custodian will deposit all Undirected Cash in the Custodial Account into pooled deposit accounts at one or more FDIC or other United States government insured institutions or in United States government securities or in securities that are insured or guaranteed by the United States government pending further investment direction by Account Owner or Designated Beneficiary. All income generated by Undirected Cash in Custodian's pooled deposit accounts shall be retained by Custodian as fees, as described in Section 11.07(e) of this Custodial Agreement. Account Owner or Designated Beneficiary authorizes Custodian to transfer any Undirected Cash in the Custodial Account into any FDIC insured financial institution or in United States government securities or in securities that are insured or guaranteed by the United States government without any further approval or direction by the Account Owner or Designated Beneficiary.
- 12.02 **Indemnification:** The Custodian shall have no duty other than to follow the written instructions of the Account Owner or Designated Beneficiary, and shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by the Account Owner or Designated Beneficiary under any circumstances. By performing services under this Custodial Agreement, the Custodian are acting as the agent of Account Owner or Designated Beneficiary, and nothing in this Custodial Agreement shall be construed as conferring fiduciary status on the Custodian. The Account Owner and Designated Beneficiary agree to indemnify and hold harmless the Custodian from any and all claims, damages, liability, actions, costs, expenses (including reasonable attorneys' fees) that arise or may arise in connection with this Custodial Agreement and the Custodial Account, including any loss to the Custodial Account, to the Account Owner or to Account Owner's Designated Beneficiary(ies) as a result of any action taken (or omitted to be taken) pursuant to and/or in connection with any investment transaction directed by Account Owner or Designated Beneficiary or their investment advisor or resulting from serving as the Custodian, including, without limitation, claims, damages, liability, actions and losses asserted by the Account Owner or the Account Owner's Designated Beneficiary(ies).
- 12.03 **Registration:** All assets of the Custodial Account shall be registered in the name of the Custodian, or of a suitable nominee. The same nominee may be used with respect to the holding of assets of other investors whether or not held under agreements similar to this one or in any capacity whatsoever; and the Custodian may commingle the assets so held to the extent permitted by law. However, the Custodial Account and each other account or asset so held shall each be separate and distinct; a separate account therefore shall be maintained by the Custodian. The assets of the Custodial Account may be held by the Custodian in individual or bulk segregation either in the Custodian's vaults or in depositories approved by the Securities and Exchange Commission under the Securities Exchange Act of 1934.
- 12.04 **Investment Advisor:** The Account Owner or Designated Beneficiary may appoint an Investment Advisor, qualified under Section 3(38) of the Employee Retirement Income Security Act of 1974, to direct the investment of the Custodial Account or any specified portion of the Custodial Account. The Account Owner or Designated Beneficiary shall notify the Custodian in writing of any such appointment by providing the Custodian a copy of the instruments appointing the Investment Advisor and evidencing the Investment Advisor's acceptance of such appointment, an acknowledgment by the Investment Advisor that it is a fiduciary of the account, and a certificate evidencing the Investment Advisor's current registration under the Investment Advisor's Act of 1940. The Custodian shall comply with any investment directions furnished to it by the Investment Advisor, unless and until it receives written notification from the Account Owner or Designated Beneficiary that the Investment Advisor's appointment has been terminated. The Custodian shall have no duty other than to follow the written investment directions of such Investment Advisor and shall be under no duty to question said instructions, and the Custodian shall not be liable for any investment losses sustained by the Account Owner or Designated Beneficiary as a result of following the written investment directions of the Account Owner's or Designated Beneficiary's Investment Advisor.
- 12.05 **No Investment Advice:** The Account Owner and Designated Beneficiary acknowledge and agree that the Custodian do not provide or assume responsibility for any tax, financial, legal or investment advice with respect to the investments and assets in the Custodial Account and shall not be liable for any loss which results from the Account Owner's or Designated Beneficiary's exercise of control over the Custodial Account. The Account Owner and the Account Owner's Designated Beneficiary(ies) release, indemnify and agree to hold the Custodian harmless in the event that any investment or sale of the assets in the Custodial Account pursuant to a direction by the Account Owner or Designated Beneficiary or the Account Owner's or Designated Beneficiary's Investment Advisor violates any federal or state law or regulation or otherwise results in a disqualification, penalty, tax or fine imposed upon the Custodian, the Account Owner, the Designated Beneficiary or the Custodial Account.
- 12.06 **Prohibited Transactions:** The Account Owner and Designated Beneficiary acknowledge and agree that the Custodial Account is subject to the provisions of Sections 4975 and 223(e)(2) of the IRC, which define certain prohibited transactions. Account Owner and Designated Beneficiary acknowledge and agree that the Custodian shall make no determination as to whether any transaction or investment in the Custodial Account is prohibited under Section 4975 of the IRC or under any other state or federal law. The Account Owner and Designated Beneficiary understand that should the Custodial Account engage in a prohibited transaction, and depending on the type of prohibited transaction, certain assets of the Custodial Account will be deemed to have been distributed and will be subject to taxes as well as possible penalties. The Account Owner and Designated Beneficiary agree that they will consult with a tax or legal professional of the Account Owner's or Designated Beneficiary's choice to ensure that none of the investments in the Custodial Account will constitute a prohibited transaction and that the investments in the Custodial Account comply with all applicable federal and state laws, regulations and requirements.
- 12.07 **Unrelated Business Income Tax:** The Account Owner and Designated Beneficiary acknowledge and agree that the Custodial Account is subject to the provisions of Sections 511-514 of the IRC relating to Unrelated Business Taxable Income (UBTI) of tax-exempt organizations. If the Account Owner or Designated Beneficiary directs the Custodian to make an investment in the Custodial Account which may potentially generate UBTI, the Account Owner or Designated Beneficiary agree to prepare or have prepared the required IRS Form 990-T tax return, an application for an Employer Identification Number (EIN) for the Custodial Account (if not previously obtained), and any other documents that may be

required, and to submit them to the Custodian for filing with the IRS at least ten (10) days prior to the date on which the return is due, along with an appropriate directive authorizing the Custodian to execute the forms on behalf of the Custodial Account and to pay the applicable tax from the assets in the Custodial Account. Account Owner and Designated Beneficiary understand and acknowledge that the Custodian does not make any determination of whether or not investments in an HSA Custodial Account generate UBTI; have no duty to and do not monitor whether or not the Custodial Account has incurred UBTI; will not provide tax advice; and will only file the Form 990T upon the direction of the Account Owner.

- 12.08 **Disclosures and Voting:** The Custodian shall deliver, or cause to be executed and delivered, to Account Owner or Designated Beneficiary all notices, prospectuses, financial statements, proxies and proxy soliciting materials relating to assets credited to the account. The Custodian shall not vote any shares of stock or take any other action, pursuant to such documents, with respect to such assets except upon receipt by the Custodian of adequate written instructions from Account Owner or Designated Beneficiary.
- 12.09 **Miscellaneous Expenses:** In addition to those expenses set out in Article XI and Section 11.07 of this Custodial Agreement, the Account Owner agrees to pay any and all expenses incurred by the Custodian in connection with the investment of the Custodial Account, including expenses of preparation and filing any returns and reports with regard to unrelated business income, including taxes and estimated taxes, as well as any transfer taxes incurred in connection with the investment or reinvestment of the assets of the Custodial Account.
- 12.10 **Valuations:** The assets in the Custodial Account shall be valued annually at the end of each calendar year and in the case of death, on the date of death of the Account Owner, in accordance with Section 223(h) of the IRC and other guidance provided by the IRS, but Custodian retains the right to value the assets in the Custodial Account more frequently. In valuing the assets of the Custodial Account for record keeping and government reporting purposes, Custodian will ascertain the fair market value of each investment through utilizing various third-party pricing sources and designated valuation agents. However, Custodian does not guarantee the accuracy of prices obtained from these sources. Where assets are illiquid or their value is not readily ascertainable on either an established exchange or generally recognized market, the valuation is by necessity not a true market value and is merely an estimate of value, and Account Owner and Designated Beneficiary agree not to rely on any such valuation for any other purposes. Account Owner and Designated Beneficiary agree to provide the year end value of any illiquid and/or non-publicly traded investments, which may include without limitation limited partnerships, limited liability companies, privately held stock, real estate investment trusts, hedge funds, real estate, secured and unsecured promissory notes, and any other investments as Custodian shall designate, by no later than the following January 15th. If Custodian does not receive a current year end fair market value by the following January 15th for any such investment, the Custodian shall take appropriate actions to receive the fair market value from an independent third party that specializes in valuations, paying the cost of such valuation from the liquid assets held in the Custodial Account, or in the alternative after having first received the cost of the valuation from Account Owner or Designated Beneficiary if liquid investments in the Custodial Account are otherwise insufficient. Unless Custodian has received a written fair market valuation to the contrary, promissory notes and privately offered corporate debt will have valuations reflected at the face value shown on the original note or debt instrument, or if the note is subject to an amortization schedule and the amortization schedule has been provided to Custodian by Account Owner or Designated Beneficiary, valuation may be shown at the principal amount shown on the amortization schedule as of the end of the previous year. Account Owner and Designated Beneficiary agree to indemnify and hold harmless Custodian from any and all losses, expenses, settlements, or claims with regard to investment decisions, distribution values, tax reporting or any other financial impact or consequence relating to or arising from the valuation of assets in the Custodial Account.
- 12.11 **Insurance, Tax and Other Payments:** Custodian shall not bear or assume any responsibility to notify Account Owner or Designated Beneficiary or to secure or maintain any fire, casualty, liability or other insurance coverage, including but not limited to title insurance coverage, on any real or personal property owned in the Custodial Account or on any property which serves as collateral under any mortgage, deed of trust, or other security instrument with respect to any promissory note or other evidence of indebtedness in the Custodial Account. Account Owner and Designated Beneficiary acknowledge and agree that it is the responsibility of Account Owner or Designated Beneficiary to decide what insurance is necessary or appropriate for any investment in the Custodial Account, and to direct Custodian in writing (on a form prescribed by Custodian) to pay the premiums for any such insurance. Custodian shall not be responsible for notification or payments of any real estate taxes, homeowner's association dues, utilities or other charges with respect to any investment held in the Custodial Account unless Account Owner or Designated Beneficiary specifically directs the Custodian to pay the same in writing (on a form prescribed by Custodian), and sufficient funds are available to pay the same from the Custodial Account. Account Owner and Designated Beneficiary acknowledge and agree that it shall be Account Owner's or Designated Beneficiary's responsibility to provide to Custodian or to ensure that Custodian has received any and all bills for insurance, taxes, homeowner's dues, utilities or other amounts due for assets held in the Custodial Account. Furthermore, Account Owner and Designated Beneficiary agree that it shall be Account Owner's or Designated Beneficiary's responsibility to determine that payments have been made by verifying the payments via Account Owner's or Designated Beneficiary's Custodial Account statements.

### Article XIII

- 13.01 **Account Owner:** The individual who is establishing, or had established on the Account Owner's behalf, a Custodial Account with the Custodian.
- 13.02 **Archer MSA or Medical Savings Account (MSA):** A medical savings account described in Section 220 of the IRC.
- 13.03 **Custodian:** The Custodian is Inspira Financial Trust, LLC.
- 13.04 **Custodial Account:** The HSA established under the terms of this Custodial Agreement.
- 13.05 **Custodial Agreement:** This Health Savings Account Custodial Agreement, which governs the administration of your Custodial Account.
- 13.06 **Dependents:** Dependents include any individuals who receive over half of their support for the calendar year from the taxpayer as defined in Section 152 of the IRC.

- 13.07 **Designated Beneficiary:** The term "designated beneficiary" means the person or persons named by the Account Owner as beneficiary of the Custodial Account upon the death of the Account Owner.
- 13.08 **Employer:** The Employer includes the Account Owner's employer, the employer of the Account Owner's spouse, a self-employed individual, or the spouse of a self-employed individual. All employers which are members of a controlled group under Section 414 of the IRC are considered a single employer for purposes of these rules.
- 13.09 **Eligible Individual:** The term "eligible individual" means with respect to any month, any individual who:
- (a) is covered under a high deductible health plan (HDHP) as of the first day of such month;
  - (b) is not also covered under any other health plan that is not a HDHP while being covered by the high deductible health plan;
  - (c) is not enrolled in Medicare; and
  - (d) cannot be claimed as a dependent on another person's income tax return.
- The rule that requires that the eligible individual not be covered under any other health plan does not include:
- (a) coverage for any benefit provided by "permitted insurance"; and
  - (b) coverage (whether through insurance or otherwise) for accidents, disability, dental care, vision care, or long-term care.
- 13.10 **Flexible Spending Arrangement (FSA):** A flexible spending plan described in Section 125 of the IRC.
- 13.11 **Health Reimbursement Arrangement (HRA):** A Health Reimbursement Arrangement described in Sections 105 or 106 of the IRC.
- 13.10 **Health Savings Account (HSA):** A health savings account described in Section 223 of the IRC.
- 13.11 **High Deductible Health Plan (HDHP):** Generally, an HDHP is a health plan that satisfies certain requirements with respect to deductibles and out-of-pocket expenses. In the case of self-only coverage, the High Deductible Health Plan's annual deductible cannot be less than \$1,600, adjusted for COLAs. In the case of any other coverage (family coverage), the annual deductible cannot be less than \$3,200, adjusted for COLAs. The sum of the annual deductible and the other annual out-of-pocket expenses required to be paid under the plan (other than for premiums) for covered benefits may not exceed \$8,050, adjusted for COLAs, for self-only coverage, and \$16,100, adjusted for COLAs, for family coverage. In the case of family coverage, a plan is an HDHP only if, under the terms of the plan and without regard to which family member or members incur expenses, no amounts are payable from the HDHP until the family has incurred annual covered medical expenses in excess of the minimum annual deductible. A plan does not fail to be an HDHP merely because it does not have a deductible (or has a small deductible) for certain preventive care. Except for certain preventive care, a plan may not provide benefits for any year until the deductible for that year is met. A High Deductible Health Plan shall not include a plan where substantially all of the coverage is for accidents, disability, dental care, vision care, or long-term care. Also, a high deductible health plan shall not fail to be treated as an HDHP merely because the individual has coverage for any benefit provided by "permitted insurance". Permitted insurance is insurance under which substantially all of the coverage provided relates to liabilities incurred under workers' compensation laws, tort liabilities, liabilities relating to ownership or use of property (e.g., automobile insurance), insurance for a specified disease or illness, and insurance that pays a fixed amount per day (or other period) of hospitalization.
- 13.12 **IRC:** Refers to the Internal Revenue Code, as amended.
- 13.13 **IRS:** Refers to the Internal Revenue Service.
- 13.14 **Medical Care:** Medical Care includes amounts paid for the types of medical care described in Section 213(d) of the IRC.
- 13.15 **Permitted Insurance:** Permitted Insurance shall include the types of insurance described in Section 223(c)(3) of the IRC.
- 13.16 **Qualified Medical Expenses:** Qualified medical expenses include amounts paid with respect to the individual, the individual's spouse, and the individual's dependents, for medical care defined under Section 213(d) of the IRC and such amounts are not compensated for by insurance or otherwise. Qualified Medical Expenses do not include any payment for insurance, except in the following cases:
- (a) a health plan during any period of continuation coverage required under any Federal law;
  - (b) a qualified long-term care insurance contract (as defined in Section 7702B(b) of the IRC);
  - (c) a health plan during a period in which the individual is receiving unemployment compensation under any Federal or State law; or
  - (d) in the case of an Account Owner who has attained the age specified in Section 1811 of the Social Security Act, any health insurance other than a Medicare supplemental policy (as defined in Section 1882 of the Social Security Act).

#### Article XIV

- 14.01 **Electronic Communications, Signatures, and Records:** Subject to any limitations contained in any applicable federal or state law or regulation, Account Owner and Designated Beneficiary acknowledge and agree that the Custodial Account shall be subject to the provisions of the Uniform Electronic Transactions Act, as passed in the state where the Custodian is organized, and the federal Electronic Signature in Global and National Commerce Act (ESIGN Act, as contained in 15 U.S.C. 7001), as those laws pertain to electronic communication, electronic signatures, and electronic storage of Custodial Account records.
- 14.02 **Severability:** If any provision of this Custodial Agreement is found to be illegal, invalid, void or unenforceable, such provision shall be severed and such illegality or invalidity shall not affect the remaining provisions which shall remain in full force and effect. Neither Account Owner's or Designated Beneficiary's or Custodian's failure to enforce at any time or for any period of time any of the provisions of this Custodial Agreement shall be construed as a waiver of such provisions, or Account Owner's or Designated Beneficiary's right or Custodian's right to enforce each and every such provision.

FACTS

WHAT DOES INSPIRA FINANCIAL TRUST, LLC DO WITH YOUR PERSONAL INFORMATION?

Why?

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

What?

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

Social Security number, voiceprints, and account balances

Account transactions and transaction history

Risk tolerance and investment experience

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Inspira Financial Trust, LLC ("Inspira") chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Inspira share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain account(s), verify identity, prevent fraud, respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing

• Call Inspira Financial toll free at 800-258-7878; or

• Visit us online at <https://inspirafinancial.com/privacy-policy/privacy/privacy-policy>

Note: If you are a new customer, we can begin sharing your information 45 days from the date we sent this notice.

When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

Questions?

• Call Inspira Financial toll free at 800-258-7878.



Who we are	
Who is providing this notice?	Inspira Financial Trust, LLC
What we do	
How does Inspira Financial protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Inspira Financial collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Open an account or deposit money, provide account information or give us your contact information</li> <li>• Use your credit or debit card</li> </ul> <p>We also collect your personal information from other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes — information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include Inspira Financial Health, Inc.</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Inspira Financial does not share information with nonaffiliates so they can market to you.</i></li> </ul>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include financial services companies.</i></li> </ul>
Other Important Information	
Depending on where you live and what products you own, you may receive another privacy notice that describes additional rights.	