

Health Savings Account Custodial Agreement

DataPath Financial Services, Inc. ("DFS" or "Custodian") is an Internal Revenue Service ("IRS") approved, non-bank, passive custodian for your health savings account ("HSA"). DFS's IRS non-bank custodian approval letter is available online at <https://myhsatoday.com/> or <https://dpath.com/summit-dfs/>.

This Health Savings Account Custodial Agreement ("Agreement") sets forth the terms and conditions that govern your Health Savings Account ("Account" or "HSA") with DataPath Financial Services. Throughout this Agreement, the words "Custodian," "DFS," "we," "us," or "our" means DataPath Financial Services, Inc., its successors and assigns and "you," "your," or "yours" means the named account owner of the HSA, any spouse beneficiary upon the death of the HSA owner, or any third-party authorized or appointed to access and use the HSA. The terms of this Agreement shall be binding upon you and the Custodian.

Article 1 – The Health Savings Account

An HSA is an individually-owned account maintained at a financial institution where tax-favored contributions can be made on behalf of individuals covered under certain High Deductible Health Plans ("HDHPs") with tax-free distributions allowed for qualified medical expenses. Note: An individual establishing an HSA is not entitled to tax favored treatment unless certain federal requirements are met. Information about HSAs may be found at www.irs.gov or in IRS Publication 969 – Health Savings Accounts and Other Tax-Favored Health Plans (available at <https://www.irs.gov/publications/p969>). Your HSA funds will be maintained by the Custodian and your HSA funds will earn interest in accordance to the Custodian's published rates. State taxation of HSAs varies from state to state. Nothing in this Agreement is intended as legal, tax, financial, investment, or medical advice regarding estate planning or the consequences of a change in marital status. Please consult the appropriate professional(s) when making HSA decisions.

An HSA is established pursuant to federal tax law, and is neither endorsed by nor sponsored by an employer. Rather, it is an individual account arrangement between the Account Holder and the Custodian. As a result, the HSA is not part of an employer's ERISA (the Employee Retirement Income Security Act of 1974, as amended, and all rules and regulations adopted thereunder) benefit plan, even if the employer contributes to it or the employee makes pretax contributions to the HSA under an employer's cafeteria plan.

Any use of the HSA, including but not limited to, activating any associated debit card(s), registering on our website to obtain online access to your HSA, making or receiving contributions to the Account, or otherwise using the HSA, is affirmation of your instruction to have an HSA, and consent to be bound by the terms and conditions of this Agreement, the HSA Disclosure Statement, the HSA Terms and Conditions Statement, the Privacy Notice, the HSA Card Holder Agreement ("Card Agreement"), Truth in Savings Disclosure ("Truth in Savings"), and all other notices, disclosures and documentation referenced herein or relating to the HSA as may be updated and/or provided to you from time to time and made available at <https://myhsatoday.com/> or <https://dpath.com/summit-dfs/> (collectively the "HSA Documents").

Article II – Custodian Authority

You hereby authorize and instruct the Custodian to administer your Account, including the power to:

1. Perform any and all acts necessary or appropriate for the proper administration of the Account, including correcting errors, as Custodian, in its sole judgment, deems appropriate and without notice to you.
2. Place and hold account assets in an FDIC (or NCUA or equivalent)-insured, U.S.-located depository institution. Additionally, some Account asset placement may include U.S. government and government agency debt obligations.
3. Establish and maintain any record-keeping sub-accounts for the efficient administration and management of the HSA.
4. At our sole discretion, hire any third-party service provider, such as an investment advisor or sub-Custodian, to provide certain services with respect to the HSA.
5. Collect service fees from the Account in accordance with this Agreement.
6. Request documentation and certification deemed appropriate to verify and establish your identity and the identity of any beneficiary or the estate upon your death.
7. Make payments, disbursements or distributions, including correcting errors, from the Account as directed by you or your authorized agent.
8. At our sole discretion, close the Account if the Account does not have a sufficient balance to pay fees that are due or in other circumstances outlined in this Agreement.
9. At our sole discretion, provide for substitution of another custodian if necessitated by notice from the IRS.
10. Provide any information about your HSA, including your account number or any other non-public personal information, to your HSA administrator ("Administrator") and those acting on behalf of the Administrator in connection with the establishment and maintenance of your HSA.

Article III – Duties and Responsibilities of the Custodian

We will establish an HSA for you under Section 223 of the IRS Code, its sub-sections, and the applicable rulings and provisions of the IRS Code (the "Code") upon submission of a properly executed written or electronic application ("Application"). Our sole obligations are as set forth herein. We assume no fiduciary status with regard to your HSA and nothing herein shall be construed to confer fiduciary status upon us for any purpose.

To help the U.S. government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an Account. As a result, the Application requires you to provide your name, address, date of birth, Taxpayer Identification Number (TIN) and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. You must have a physical address in the United States and we reserve the right to decline your HSA request if we are not able to fully verify your personal information. The Custodian has policies and procedures in place designed to maintain the confidentiality of your personal information. We collect this information in accordance with our Privacy Policy available online at <https://myhsatoday.com/> or <https://dpath.com/summit-dfs/>.

We will maintain your Account as a separate Account, distinct from all other Accounts, for your exclusive benefit and the benefit of your beneficiaries and we shall be responsible for performing only such services as are described in this Agreement. We agree to provide you with a statement of activity at least quarterly. Unless you file with us a written objection to the statement within 20 calendar days after the statement is furnished, we will be relieved and discharged from all liability to you or your

beneficiary with respect to all matters set forth in such statement. You can access and retrieve the statements through the Custodian's website or your Administrator's portal, or choose to have such statements mailed at an additional cost as provided for on the published schedule of fees.

We will apply interest to your Account in accordance with the current published rate(s) as may be adjusted from time to time.

We may accept cash contributions on your behalf during your tax year and such contributions will be applied to the tax year in which they were received by us unless otherwise designated by you. Contributions for any tax year may be made at any time before the unextended deadline for filing your federal income tax return for that year. The total cash contributions are limited to the maximum statutory amounts (as established under Code Section 223) or as otherwise in this Agreement. Such contributions will be deposited into your Account at the first available opportunity after we have established the validity of the deposit. Notwithstanding anything to the contrary in this agreement, rollover contributions from an HSA or an Archer medical savings account ("Archer MSA") do not need to be made in cash and are not subject to the Code's maximum annual contribution limits. However, qualified transfers from an individual retirement account ("IRA") to your Account must be completed by a trustee-to-trustee transfer and are subject to the Code's maximum annual contribution limits. The custodian is not responsible for monitoring a third party's contributions to your Account. You must contact any third party regarding any missing contributions to your Account and you are responsible for monitoring those contributions.

We agree to submit reports to the IRS and to you as prescribed by the IRS.

We encourage you to retain a copy of this Agreement with your personal financial records.

We will assume all disbursements from your Account to be a Normal Distribution and not subject to income or excise tax unless notified by you within the applicable tax year. A Normal Distribution is defined as a withdrawal of money from your Account for the exclusive purpose of a qualified medical expense as defined by the Code. We will not provide any investment advice to you now or in the future even if investment options become available through your Account.

We agree to charge fees as indicated in this Agreement. We reserve the right to change the fees as indicated in this Agreement from time to time and will provide you with notice of the change prior to the effective date of the change.

We are not responsible for inquiring into the nature or amount of any contribution made to your Account by you or on your behalf by another individual or entity. We are not responsible for inquiring into the amount or timing of any distribution from your Account requested by you, or whether such contributions or distributions comply with the Code. All materials provided by us are intended solely to provide a general description of HSAs and how they work, and are designed and distributed with the understanding that they do not constitute or include legal, tax, or other professional advice. We assume no responsibility for tax or other consequences to anyone arising from the establishment or use of an HSA with us. By signing the Application, you acknowledge and agree that nothing in this Agreement is construed to confer fiduciary status upon us. You have the full responsibility for any tax or investment consequences of all contributions to and distributions from the Account.

The Custodian is not responsible for fluctuations in the prices of an HSA investment, and investment advice is not part of the custodial services provided by the Custodian and is not covered in this Agreement.

We may have additional duties or responsibilities as detailed in this Agreement.

Article IV – Duties and Responsibilities of the Account Holder

You agree to provide the Administrator and us with the necessary information as may be required under this Agreement and the Code.

You agree that it is your responsibility to determine your eligibility to establish and contribute to an HSA. You represent that, for any period in which a contribution is made, you: i) are covered under a high deductible health plan (HDHP); ii) are not covered (as a dependent or otherwise) under any plan that is not an HDHP; iii) are not entitled to Medicare; and iv) cannot be claimed as a tax dependent on anyone else's tax return.

You agree that it is your responsibility to be aware of the nature or amount of any contribution to your Account made by you or on your behalf by another individual or entity. You further agree that it is your responsibility to be aware of any amount or timing of any distribution from your Account requested by you or whether such contributions or distributions comply with the Code. You have the full responsibility for maintaining records relating to contributions and distributions and receipts for qualified medical expenses and any tax or investment consequences of all contributions to and distributions from the Account. You are responsible for and must take into account any and all amounts that count toward the annual contribution limit, including but not limited to rollovers, amounts you previously made to your Account, and any amounts contributed by any other HSA provider, custodian, or trustee. Contributions to Archer MSAs or other HSAs you own count toward your Account's maximum annual contribution limit.

You are required to keep an accurate record of all contributions, receipts, investments, distributions, and all other transactions relating to the Account. You may be required to produce such records in the event of an audit by the IRS. You agree to pay the fees for services performed under this Agreement. You are responsible for notifying the Custodian of excess contributions to the Account. You are responsible for requesting the withdrawal of any excess contributions plus any net income attributable to such contributions and paying any taxes thereon.

You understand that no portion of the Account may be invested in Life Insurance or in "collectibles" as defined in Code section 408(m). Neither you nor the Custodian will engage in any prohibited transaction, as defined in Code Section 4975, with respect to the Account. You understand that you may not borrow from the Account or pledge any portion of the Account as a security or collateral for a loan.

The Custodian may make a distribution from the Account absent instruction from the Account Holder, if directed to do so pursuant to a court order, garnishment, IRS levy, or other levy. In such event, the Custodian shall not incur any liability for acting in accordance with such court order, garnishment or levy.

You may have additional duties or responsibilities as detailed in this Agreement.

Article V – HSA Administrator

The HSA Administrator is the entity that performs various administrative services for you and/or your employer group and is your authorized representative and agent. The Administrator is registered with the Custodian and may be, but is not required to be, an insurance agency or licensed third party administrator. You agree to allow us to share information with the Administrator (and its agents and sub-contractors) as may be necessary for the Administrator to perform services related to your Account.

The sole purpose of the Administrator is to facilitate your administration of your Account and to provide administrative assistance or services to you.

The Administrator is appointed as an authorized representative and agent for the Account Holder and is acknowledged and recognized as such by the Custodian. The Administrator is authorized by the Custodian to perform certain administrative services on your behalf or on the behalf of your employer. We recognize that these services vary from Administrator to Administrator and that any service provided by an Administrator is provided outside the duties and responsibilities of you or us. Any service performed by the Administrator on your behalf does not relieve you of the responsibility of compliance with all applicable laws including but not limited to tax consequences of Contributions and Distributions.

The Administrator is responsible for all services performed by the Administrator and is not acting as our agent or subcontractor. We have no obligation or liability to the Administrator in respect to the services provided to you. The Custodian is entitled to rely on all information provided by you to the Administrator with respect to your account, including but not limited to account contributions, investments, transfers, and distributions.

Article VI – Disbursement Process

You may withdraw all or any of the balance of your Account at any time. To receive a withdrawal from your Account, you must instruct us to distribute funds, in writing, at the address indicated on the Disbursement Request Form, by using the web portal (<https://myhsatoday.com/> or <https://dpath.com/summit-dfs/>), or by using other procedures as we may from time to time specify (known collectively as the “Disbursement Process”). We may offer additional methods of Distributions such as a Credit or Debit Card at a future time without amending this Agreement.

In the event that an HSA Debit Card (the “Card”) is issued to you, it will act as a method of Distribution. By signing, using or accepting the card, you agree that the use of the Card will be governed by the terms and conditions of this Agreement and the Cardholder Agreement supplied with the Card. The Card cannot be used at all Mastercard® acceptance locations. The Card may not be used to obtain a cash advance from any merchant, bank, or ATM. The use of the Card is restricted for use by yourself and qualified dependents and may only be used for qualified medical expenses as defined by the Code and acceptance of the Card by a merchant may not make a statement of the qualification of such charge as an eligible medical expense. All amounts charged on your Card will be paid by electronically deducting the corresponding amount from your Account and you authorize such deductions to be made in accordance with this Agreement and may not exceed the available cash on deposit, excluding investment account funds, if any, in your Account at the time of purchase. Your Administrator will establish the setup, monthly and other fees, if any, associated with the Card and will also establish if such fees, if any, will be deducted from your account, paid by your employer, or paid by you with non-Account funds.

The availability of funds in your account may be subject to reasonable funds availability rules imposed by us. You may make Distributions from your Account up to the amount of your Account Balance. At no time may you withdraw more funds than are available in your Account.

You are responsible for complying with all laws governing withdrawals, transfers, and taxes.

Article VII – Amendments

This Agreement may be amended automatically from time to time without any action on the part of the Account Holder, the Administrator, or the Custodian to comply with the provisions of the Code and related regulations. Such amendments may be made retroactively to the later of the effective date of this Agreement or the effective date of any future legal requirements.

Other amendments may be made without your consent and will become effective upon execution of such amendments.

Article VIII – Beneficiary Designation

You have the authority and responsibility to designate at least one Account Beneficiary who will receive the benefit of the Account upon your death.

You also have the authority to change this designation at any time for any reason by providing us with written notice.

You understand that in the event of your death, your Account Balance, if any, will be distributed to the individual(s) listed as the Beneficiary(ies) on the Application (or subsequent Beneficiary Change Forms) with appropriate percentages of the Account Balance distributed as noted. If no Beneficiary is provided or if we cannot locate the Beneficiary after a reasonable search, the Account Balance, if any, will be paid to your estate.

If the designated Beneficiary is your spouse, that person may continue the Account as if originally established by him or her.

You understand that in some states, your spouse may be required to provide consent if not named as the Beneficiary. It is your responsibility to ensure that the Beneficiary designation made by you complies with applicable laws.

Article IX – Services Fees and Compensation to Custodian

You are responsible for paying Custodian all fees, charges, and assessments set forth in the HSA Documentation for the services we perform for you in connection with your HSA, including but not limited to maintenance, administration, transfer, withdrawal, and termination fees. The Custodian reserves the right to change such fees at any time, but no such change that results in an increase in fees shall become effective without 30 days prior notice to you. Maintaining the Account after notice has been provided to you will be deemed as your acceptance of the new fees.

In addition to the availability on the website, a copy of the published effective fee schedule may also be obtained by your Administrator, who is responsible for establishing some of the fees, such as the Account Setup and Monthly Fee. Other fees such as NSF Charges and Close Account Fees, will be assessed against your account. Your fee schedule will indicate all fees assessed directly against your account. A comprehensive fee schedule is available from your Administrator. The Custodian may deduct all fees and expenses from the Account or allow fees to be paid from other sources, such as your employer or the Administrator. It is your responsibility to ensure that all Account fees are paid in accordance with this Agreement.

You understand and agree that the Custodian receives additional compensation from third parties related to the Account and the Card, including, without limitation, interest fee earnings from depository institutions that do not affect the interest earned by the Account; interchange fees arising from the use of the Debit card that may be issued to your Account and are paid by the merchant at which the Card is used; and fees in connection with any HSA investments, as outlined in Article XV “Self-Directed Investments” below. This compensation is in addition to any administration fees related to the HSA.

Article X – Assignment, Resignation or Termination

The Custodian reserves the right to assign this Agreement without your prior consent, provided that any assignee must be qualified under the Code to be an HSA custodian or trustee. Upon assignment of this Agreement, the assignee shall automatically become custodian of the Account. In the event that our organization changes its name, reorganizes, merges with another organization, or if our entire organization (or any portion that includes your HSA) is bought by another organization, that

organization shall automatically become the custodian or trustee of your HSA, but only if such organization qualifies under the Code to be an HSA custodian or trustee. We may resign as the custodian hereunder without your consent, by providing notice of such resignation 30 days prior to the effective date of our resignation. In such event, you shall appoint a qualified successor custodian. Upon our receipt of a written appointment of the successor custodian, we shall transfer and pay over to such successor the assets of the Account. If after 30 days from notice of resignation, we have not received written appointment of a successor custodian, we shall pay or otherwise transfer the assets remaining in the Account to you. We have the right to reserve any necessary balance from the transfer that we deem necessary to make payment for any liabilities constituting a charge against the assets of the Account or a charge against us.

You may terminate this Agreement for any reason at any time by providing notice to us at least 30 days prior to our removal. At such termination, you shall appoint a qualified successor custodian who shall assume all rights, powers, privileges, liabilities and duties as your custodian. We will assign, transfer and deliver to the successor all funds and appropriate information of the Account. We have the right to reserve any necessary balance from the transfer that we deem necessary to make payment for any liabilities constituting a charge against the assets of the Account or a charge against us.

We shall not be liable for any actions or failures to act neither on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets.

Article XI – Notice

Except as otherwise permitted by us, all instructions to us under this Agreement must be in writing.

In connection with transactions regarding the Account, the Administrator will act as your authorized representative and agent, and will receive written notices from you, which the Administrator may communicate to us in written form or electronically in accordance with such procedures and practices it has established.

You will be bound by any instructions provided to us by the Administrator. You must notify us in writing of any change in your Administrator designation.

Any notice, report, payment, distribution or other material required to be delivered by us to you under this Agreement, shall be deemed delivered and effective (a) three days after the date mailed by us to your last known address of record as provided on the Application or the last notification of an address change received by us from you or (b) supplied to <https://myhsatoday.com/> or <https://dpath.com/summit-dfs/> for electronic distribution when we have previous knowledge that you have access to the site.

Any notice or instructions required to be delivered by you to us under this Agreement shall be deemed delivered when actually received by us and should be sent to the address shown on the Application or such other address as we may make available to you. Notices should be U.S. mail, first class with postage prepaid and properly addressed.

Your interest in the balance of your Account is nonforfeitable as provided in Code Section 223(d)(1)(E), except to the extent provided otherwise in IRS guidance.

Article XII – Electronic Signatures

In the event that we have received your electronic signature in connection with your Account Application, we may rely on such electronic signature for purposes of your authorization of

withdrawals or third-party transfers, your notices to change your name or address or your other instructions to us. We are not required to obtain your physical signature for such purposes or any other purpose, except as may be required by law.

Article XIII – Disputes and Arbitration

Should a dispute arise, you are encouraged to resolve any issues contacting your Administrator or the Custodian through our toll-free number or if not available, by physical mail or encrypted electronic mail. The Custodian does not encourage any disputes to be initiated by unsecured/unencrypted electronic mail because the communication may involve non-public personal information that may be intercepted.

Any dispute, controversy or claim arising out of or relating to the Agreement that is not resolved informally by the parties shall be submitted for and settled by binding arbitration upon receipt by either you or us of a written notice calling for such. In no event may arbitration be initiated more than one year following the date the dispute arose. A single arbitrator appointed by the American Arbitration Association shall conduct arbitration under the commercial rules then prevailing of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties and may be entered and enforced in any court of competent jurisdiction by either party. The prevailing party in the arbitration proceeding shall be awarded reasonable attorney fees and all other costs and expenses incurred directly in connection with the proceedings, unless the arbitrator for good cause determines otherwise. Any arbitration proceeding under the HSA documentation shall be conducted in Little Rock, Arkansas. The arbitrator may construe or interpret, but shall not vary or ignore the terms of the HSA documentation, shall have no authority to award extra contractual damages of any kind, including punitive or exemplary damages, and shall be bound by controlling law. Judgment upon an arbitration award may be entered in any court of competent jurisdiction. The parties acknowledge that because the HSA documentation affects interstate commerce, the Federal Arbitration Act applies. No dispute resolution proceeding between you and the Custodian shall be permitted to be conducted in a class, representative, or private attorney general action, nor may any such proceeding be consolidated with any other dispute. The Custodian and you agree that any claims related to the validity of this class waiver shall only be resolved by a court of competent jurisdiction located in Little Rock, Arkansas.

Article XIV – Indemnification

You agree to indemnify, defend and hold harmless the Custodian and its affiliates, successors, assigns, directors, agents and employees (each, an “indemnitee”) from and against any and all claims, damages, expenses and losses, including attorney’s fees, incurred by us resulting from or in connection with (a) any actions undertaken by us at your instruction or direction; (b) the Custodian’s good faith performance of this Agreement; (c) in connection with our honoring of any subpoena or court order relating to your HSA; (d) any act or failure to act of any service provider or fund relating to the Investments; (e) and other costs, expenses or liabilities arising under the HSA Documentation. Notwithstanding the foregoing, with respect to any losses described in clauses (b) - (e) of the preceding sentence, shall be excluded from such indemnification obligations to the extent that such losses are determined by a court of competent jurisdiction through a final, non-appealable order to have been caused by the willful misconduct, bad faith or fraud of an indemnitee.

Article XV – Self-Directed Investments

At our election, investment options permitted under applicable law, including but not limited to, mutual funds and other securities (HSA Investments), may be made available for all or a portion of the balance in your HSA in excess of a minimum amount established by us. The HSA Investments are not FDIC-insured, not bank issued or guaranteed, and are subject to investment risks, including

fluctuations in value and the possible loss of the principal amount invested. In the event that you are eligible to invest in HSA Investments, your HSA Investments shall be subject to this Article XV and any other agreements applicable to your HSA Investments.

By utilizing HSA Investments, you hereby authorize and instruct the Custodian to administer the HSA Investments, including the power to (1) at our sole discretion, hire third-party service providers, such as custodians, clearing firms, investment advisers or trading partners, to provide certain services with respect to the HSA Investments; (2) to collect service fees and other administration fees from the HSA Investments; and (3) to make payments, disbursements or distributions from the Account as directed by you or your authorized agent, in conformity with the terms of this Agreement and applicable law.

The Custodian's affiliate, DataPath Investment Advisors, Inc. (the "Advisor"), is an investment adviser registered with the Arkansas Securities Department. You acknowledge that the Custodian retains the Advisor to provide non-discretionary investment advice to the Custodian for the HSA Investments in which you are able to invest. The Advisor does not and will not provide investment advice directly to you and investment advice is not part of the custodial services provided by the Custodian and is not covered by this Agreement. HSA Investments are self-directed and you have the sole authority and responsibility to select and direct the HSA Investments through the Risk-based Allocation Models presented as a menu of options provided through the Custodian's trading partner. Custodian has no duty other than to follow your investment directions and shall be under no duty to question your instructions, review, monitor or replace HSA Investments, vote any HSA Investments or otherwise exercise any investment control or discretion. We shall not be liable for any investment losses sustained by you that result from your exercise of investment control over your HSA. We make no representations as to the quality or performance of any HSA Investments.

Matrix Trust Company, a Colorado corporation and non-depository trust company serves as custodian of all HSA Investments and Matrix Settlement & Clearance Services, LLC, a New York limited liability company serves as the trading partner (together "Matrix"). Matrix accepts trade orders on behalf of the Custodian and executes trades on behalf of account holders.

Fees associated with trading access will be charged as a separate line item against your savings account. If savings funds are not available, the may be charged directly to your investment portfolio prorated. Custodian will make every attempt to process trades by according to the best execution and price. The Custodian will make every effort to execute trades submitted within 3 business days, not including trade holidays. If the Custodian fails to process a trade order by the third day, then the original trade day price will be honored and the Custodian will make the investor/account holder whole.

You acknowledge that any liquidation of HSA Investments will not result in immediately available funds for deposit to your HSA and such funds will be available only in accordance with the terms and conditions applicable to the specific HSA investment made by you and the terms and conditions of the HSA Documentation regarding availability of funds. Neither the Custodian nor Matrix is responsible for any fluctuations in the price of an HSA Investment that may occur during the period between the time that a purchase or sale of such HSA Investment is initiated and the time at which the purchase or sale is executed on your behalf. The price of an HSA Investment shall be determined by the closing price on the day that the purchase or sale of such HSA Investment is executed. If a purchase or sale of an HSA Investment is initiated after the close of the U.S. equity markets, the purchase or sale will generally be executed on the next day in which the U.S. equity markets are open.

You acknowledge and agree that the Custodian or Matrix may receive certain administration fees in connection with your HSA Investments.

Article XVI – General Provisions

Anything contained in this Agreement to the contrary notwithstanding, neither you nor your beneficiary shall be entitled to use any portion of the Account as security for a loan or engage in any prohibited transaction, within the meaning of section 4975 of the Code, with respect to the Account.

Except to the extent otherwise required by law, none of the funds held in the Account shall be subject to the claims of any creditor of you or your beneficiary, nor shall you or your beneficiary have any right to anticipate, sell, pledge, option, encumber or assign any of the benefits, payments or proceeds to which you may be entitled under the Agreement.

If any question arises as to the meaning of any provision of this Agreement, then we shall be authorized to construe or interpret any such provision, and our construction and interpretation shall be binding upon you and your beneficiary.

Throughout this Agreement, the singular form includes the plural where applicable. Any provision of this Agreement which would disqualify the Account as an HSA for purposes of the Code, shall be disregarded to the extent necessary to make the Account qualify as an HSA under the Code.

The headings and articles of this Agreement are for convenience of reference only, and shall have no substantive effect on provisions of this Agreement.

The provisions of this Agreement shall be construed and interpreted in accordance with the internal laws of the state of Arkansas without regard to principles of law regarding conflicts of laws, except to the extent superseded by applicable federal law. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither you nor our failure to enforce at any time or for any period of time any of the provisions of the Agreement shall be construed as a waiver of any provision.

Notwithstanding any other articles which may be added or incorporated into this Agreement, the provisions of Articles I through XVI hereof and this sentence will be controlling. Any additional articles or provisions that are not consistent with Section 223, sub-sections, applicable rulings and provisions of the Code will be invalid.

This Agreement is part of a series of documents and agreements executed by the Parties relating to the Account, all of which shall be construed consistently to give effect to the intent of the Parties.

By executing the Application, you are bound by the terms and conditions of this Agreement and the HSA Documents.



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