NEBRASKA BANKERS ASSOCIATION VEBA

GROUP INSURANCE HDHP PLANS

SUPPLEMENTAL INFORMATION

Introduction

Nebraska Bankers Association Voluntary Employees Beneficiary Association (the "Sponsor") sponsors the Nebraska Bankers Association VEBA Group HDHP Insurance Plans (the "Plan"). This supplemental information document (this "Summary") provides additional information about the Plan, as of January 1, 2022. Together with the booklet from the claims administrator describing the details of benefits available under the Plan (the "Booklet"), it constitutes the written Plan document and Summary Plan Description for the Plan, as required by the Employee Retirement Income Security Act of 1974 ("ERISA"). This Summary incorporates the Booklet by reference. If anything in this Summary is different than the Booklet, the terms of this Summary Control, except as otherwise noted.

You should keep this Summary with the Booklet and other documents you received regarding the Plan. Please contact the Plan Administrator at 402-474-1555 if you have any questions.

1. General Information. The Sponsor is the Plan Sponsor. Its legal name, address, and federal employer identification number are:

Nebraska Bankers Association Voluntary Employees Beneficiary Association
233 S. 13th Street, Suite 700
P.O. Box 80008
Lincoln, NE 68508
EIN: 47-6092059

The Sponsor permits Participating Employers to elect to participate in the Plan, and permits the eligible employees of Participating Employers to receive benefits under the Plan. Section 6 contains more information about Participating Employers.

2. Identification of Plan. The Plan is known as the:

Nebraska Bankers Association VEBA Group Insurance HDHP Plans

The Sponsor has assigned Plan Number 502 to this Plan. The Plan keeps its records on a 12-month period from January 1 through December 31. It calls this period the "Plan Year."

3. Type of Plan. The Plan is a welfare benefits plan that provides hospital, medical, and surgical benefits.

4. Plan Administrator. The Sponsor is the Plan Administrator. The Sponsor may delegate its responsibilities as Plan Administrator to a committee or other person or persons in writing. The Sponsor's telephone number is 402-474-1555. The Plan Administrator provides information about your rights and benefits under the Plan. It has the primary authority to file various reports, forms, and returns with the U.S. Department of Labor and the Internal Revenue Service. A third-party claims administrator processes claims under the Plan.

The Plan must designate an agent for service of legal process. The agent for service of legal process is –

Chair, Board of Trustees
Nebraska Bankers Association Voluntary Employees Beneficiary Association
233 S. 13th Street, Suite 700
Lincoln, NE 68508

Legal process may also be served on the Plan Administrator.

The Plan Administrator has full power to interpret and apply the terms of the Plan. The Plan Administrator's decisions are final and binding. The Plan Administrator also makes decisions regarding eligibility of individuals to participate and receive benefits from the Plan. The Plan Administrator may make and enforce rules to help it administer the plan. The Plan Administrator has all other powers necessary and appropriate to carry out its obligation to administer the Plan.

The Sponsor agrees to indemnify and defend, to the fullest extent permitted by law, any employee serving as the Plan Administrator or as a member of a committee designated as the Plan Administrator, with respect to liabilities, damages, costs and expenses including attorneys' fees, and settlements approved by the Sponsor, that occur because of a good faith act or omission in connection with the Plan.

5. Named Fiduciary. The law requires the Plan to identify a named fiduciary with authority to control and manage plan operation and administration. The Plan Administrator constitutes the named fiduciary for purposes of determining the amount of, and entitlement to, benefits under the Plan. The Plan Administrator has full power and authority to make factual determinations, to interpret, and to apply the terms of the Plan.

6. Participating Employers. A "Participating Employer" means an organization whose Application and Participating Employer Agreement (the "Participating Employer Agreement") has been accepted by the Board of Trustees of the Sponsor or a committee of the Board which is authorized by and acting by the Sponsor (the "Board"). An employer that meets the requirements of the terms and conditions of the Participating Employer Agreement may submit a Participating Employer Agreement on behalf of itself and any Qualifying Affiliates (as defined in the Appendix), seeking participation and membership in the Sponsor, or renewal of the same.

Upon acceptance by the Board, the employer becomes or renews its status as a "Participating Employer" and the terms of the Participating Employer Agreement, together with the terms of the NBA VEBA Trust Agreement, become a binding contract between the Participating Employer and the Sponsor, subject to the coverage elections and terms and conditions that follow. The Sponsor may add Participating Employers from time to time.

A Participating Employer has all the duties and responsibilities of the Sponsor under the Plan, unless the Sponsor delegates duties differently in a written agreement. However, the Sponsor reserves to itself the responsibility to determine the terms of the Plan including eligibility and benefits; to appoint, remove, or replace the Plan Administrator; to exercise all administrative functions and powers related to the Plan, unless delegated to the Plan Administrator; to amend or terminate the Plan; and to establish and maintain the Plan.

7. Eligibility to Participate. In general, a Participating Employer must treat you as an Active Employee or a Director (each as defined in the Appendix) for you to be eligible. For more information about eligibility, please read the eligibility conditions that are part of the Booklet. You may need to sign a salary contribution agreement before you can participate in the Plan. The Entry Date elected by the Participating Employer in the Participating Employer Agreement determines when you begin to participate in the Plan after meeting the eligibility criteria.

8. Funding. The Plan is funded through the assets of the Nebraska Bankers Association Voluntary Employees' Beneficiary Association Trust (the "Trust"). Nothing in this Plan provides a right to any fund, account, or asset of the Sponsor or Participating Employer from which a payment under the Plan may be made. Unless required to do so by law, the Sponsor generally will not segregate any amount for benefits under the Plan in a separate trust or fund. The Sponsor will pay the incidental costs of administering this Plan from the assets of the Trust to the extent permitted by ERISA.

The Plan is funded by Participating Employer and employee contributions. The Plan Administrator will provide a schedule of the applicable premiums to participants during the initial and subsequent open enrollment periods and upon request. Each Participating Employer decides how much it will contribute to the Plan. It will contribute enough money to pay for the benefits or portion of the benefits that it has agreed to pay for. You must contribute the remaining cost of any benefits you elect. Your contributions and the contributions of Participating Employers will be contributed to the Trust in order to pay benefits.

9. Required Information about Self-Funded Health Plans. The Nebraska Bankers Association VEBA Group Insurance HDHP Plans ("Health Plans") are not insurance. They are not subject to state laws and requirements that apply to health insurance offered by a licensed insurer. Also, they are not covered by the Nebraska Life and Health Guaranty Association. In the event the Health Plans are unable to pay claims, Nebraska law authorizes the Board to assess Participating Employers and Qualifying Affiliates (as defined in the Appendix) for claims under the Health Plans, in addition to other remedies the Plans and Trust may have.

10. Summary of Plan Benefits. If you meet the eligibility conditions stated above, the Plan provides you an opportunity to participate. The Booklet contains more information about the benefits provided by the Plan. You can obtain this documents free upon request by contacting the Plan Administrator. Each Participating Employer may decide whether it will offer this Plan to its participants, and may change its offerings at any time. The Sponsor may change the Plan at any time.

11. Limits on Benefits, Circumstances that May Cause a Loss of Benefits. The Plan contains restrictions on the type, amount, and circumstances under which it will pay benefits. You should read the Booklet for more information. You may lose coverage under the Plan if the Sponsor terminates the Plan. You may also lose coverage if the Sponsor amends the Plan to reduce or eliminate your coverage. You may lose coverage under the Plan if the Participating Employer terminates its Participating Employer Agreement or ceases to offer the Plan. Your coverage under this Plan generally terminates when you terminate employment with the Participating Employer. Coverage will also terminate if you are no longer eligible for benefits. Eligibility for some benefits

may terminate if you are not actively at work, or if you switch from full-time to part-time employment status.

12. Termination of Participation. Your participation in the Plan will end when you cease to be eligible under the terms of the Plan . The same rule applies for participation of your spouse and dependents. The Plan may also terminate coverage if you fail to pay your share of the applicable premiums. Your coverage may end if you fail to work the number of hours required for participation. Sections 12 and 13 describe circumstances in which you may be eligible to continue coverage. Please read the Booklet for more information regarding events that terminate your participation. You may also contact the Plan Administrator.

13. Coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). The Plan provides continuation coverage required by COBRA. Please refer to the Booklet for more information about COBRA coverage. You may also contact the Plan Administrator.

14. Claims Procedure for Benefits. Refer to the Booklet for information about the claims procedures that apply if you have not received benefits under the Plan that you believe the Plan should pay. All claim and appeal opportunities available must be exhausted before any lawsuit may be filed with respect to a claim.

15. Amendment and Termination. The Sponsor hopes to continue the Plan indefinitely but may change or discontinue the Plan at any time. The Sponsor may amend or terminate the Plan by a written instrument adopted by the Sponsor or by a person authorized by the Sponsor. The Sponsor may make changes to all or any class of Participating Employers or participants, at any time and for any reason, without notice. The Board authorizes the Chair to execute, without further authorization from the Board, amendments to the Plan which counsel to the Sponsor recommends be adopted to comply with applicable law and/or to facilitate Plan administration, and which do not materially increase the cost to the Sponsor of sponsoring and administering the Plan.

If the Sponsor amends, alters, discontinues, or terminates the Plan, the Plan will only be liable for previously incurred claims that are filed within the time period set forth in the Booklet. Unless otherwise specified in the Plan or the Trust, any remaining assets of the Plan will be distributed to the Participating Employer and participants pro rata according to their respective contributions to the Plan.

16. HIPAA Privacy and Security. This Section applies to group health plan benefits with respect to which the Plan is given access to Protected Health Information (as defined below) (the "HIPAA Plan"). The terms of this Section apply to the extent the Plan does not contain its own HIPAA Privacy and Security provisions.

Purpose: The Sponsor adopts this Section to allow the HIPAA Plan to disclose Protected Health Information to the Sponsor or the Participating Employer in certain situations, as permitted by HIPAA. References in this Section to disclosures from the HIPAA Plan made to the Sponsor include disclosures to employees of the Participating Employer, as described below.

Definitions. The following definitions apply for purposes of this Section:

- "Health Information" means any information, including genetic information, whether oral or recorded in any form or medium, that: is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearing house; and relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual.
- "Health Plan" means an individual or group plan that provides or pays the cost of medical care (as defined in Section 2791(a)(2) of the Public Health Service Act, 42 U.S.C. § 300gg-91(a)(2)).
- "HIPAA" means the Health Information Portability and Accountability Act of 1996, as amended, HITECH, and including final regulations promulgated pursuant thereto.
- "HIPAA Plan" means the Plan, which is a group health benefit program to which HIPAA applies.
- "HITECH" means the Health Information Technology for Economic and Clinical Health Act enacted as part of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (Feb. 17, 2009).
- "Individually Identifiable Health Information" means a subset of Health Information including demographic information collected from an individual, and which: is created or received by a health care provider, Health Plan, employer, or health care clearing house; and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- "Plan Administration Functions" means administration functions performed by the Sponsor on behalf of the HIPAA Plan, excluding functions performed by the Sponsor in connection with any other benefit or benefit plan of the Sponsor.
- "Privacy Notice" means the notice of the HIPAA Plan's privacy practices distributed to HIPAA Plan participants in accordance with 45 C.F.R. § 164.520, as amended from time to time.
- "Protected Health Information" or "PHI" means Individually Identifiable Health Information that is: transmitted by electronic media; maintained in any media described in the definition of electronic media at 42 C.F.R. § 162.103; or transmitted or maintained in any other form or medium. Protected Health Information excludes Individually Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g; records described at 20 U.S.C. § 1232g(a)(4)(B)(iv); employment records held by a covered entity in its role as employer; and records regarding a person who has been deceased for more than 50 years.
- "Secretary" means the Secretary of the U.S. Department of Health and Human Services or his or her designee.
- "Summary Health Information" means information that: summarizes the claims history, claims expenses or type of claims experienced by individuals for whom a plan sponsor has provided health benefits under a Health Plan; and from which the information described at 42 C.F.R. § 164.514(b)(2)(i) has been deleted, except that the geographic information described in 42 C.F.R. § 164.514(b)(2)(i)(B) need only be aggregated to the level of a five digit zip code.

- "Unsecured PHI" means Protected Health Information that has not been secured through the use of technology or by a methodology specified by the Secretary in guidance issued pursuant to 42 U.S.C. § 17932(h)(2). In the absence of guidance from the Secretary, "Unsecured PHI" means Protected Health Information that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized persons and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

Terms used, but not otherwise defined in this Section shall have the same meaning as those terms in HIPAA and regulations promulgated thereunder.

Conditions of Disclosure. The Sponsor agrees that with respect to any PHI disclosed to it by the HIPAA Plan, a health insurance issuer or an HMO, the Sponsor shall:

- Not use or further disclose the PHI other than as permitted or required by the HIPAA Plan documents or as required by law.
- Ensure that any agents, including a subcontractor, to whom it provides PHI received from the HIPAA Plan, agree to the same restrictions and conditions that apply to the Sponsor with respect to such PHI.
- Not use or disclose the PHI for employment related actions and decisions or in connection with any other benefit or employee benefit plan of the Sponsor.
- Report to the HIPAA Plan any access, use or disclosure of PHI that is inconsistent with this Section or the Privacy Rule or Security Rule, including, without limitation, any access, use, or disclosure of Unsecured PHI which could reasonably require the HIPAA Plan to undertake an analysis to determine whether a "breach" has occurred (as that term is defined in the regulations and the Secretary's guidance promulgated with respect to HITECH and HIPAA generally), immediately upon becoming aware of an inconsistent use or disclosure. The Sponsor agrees to provide all information reasonably requested by the HIPAA Plan in order for the HIPAA Plan to fully comply with its obligations under 45 C.F.R. Part 164 including breach notification and security incident obligations. The Sponsor agrees, to the extent practicable, to mitigate the harmful effects of a breach or security incident known to the Sponsor and to document any breach or security incident and the outcome of the same. The Sponsor agrees to reimburse the HIPAA Plan for all costs incurred by the HIPAA Plan in complying with the breach notification procedures in 45 C.F.R. § 164 Subpart D, provided such costs arise out of a breach for which the Sponsor is required to give the HIPAA Plan notice under this Section.
- Provide individuals with access to PHI in accordance with 45 C.F.R. § 164.524 and 42 U.S.C. § 17935(e). The Sponsor agrees to provide access to PHI in a Designated Record Set, as that term is defined in 45 C.F.R. § 164.501, to the HIPAA Plan or, as directed by the HIPAA Plan, to an individual at the written request of the HIPAA Plan within 10 calendar days to allow the HIPAA Plan to meet the requirements of 45 C.F.R. § 164.524. If an individual requests access to PHI in a Designated Record Set in an electronic format, the Sponsor agrees to permit such access and to direct a secure transmission of such PHI to the entity or person designated by the individual, provided that the direction from the individual is clear, conspicuous and specific.

- Make available PHI for amendment and incorporate any amendments to PHI in a Designated Record Set in accordance with 45 C.F.R. § 164.526. The Sponsor agrees to make said amendments within 10 calendar days of a written request by the HIPAA Plan.
- Make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528 and 42 U.S.C. § 17935(c). The Sponsor acknowledges that for purposes of 45 C.F.R. § 164.528, effective as of the applicable date set forth in 42 U.S.C. § 17935(c)(4), to the extent the Sponsor makes a disclosure of an electronic health record containing PHI from a Designated Record Set, the Sponsor will maintain such information as required by the Secretary in regulations promulgated pursuant to 42 U.S.C. § 17935(c)(2) notwithstanding the status of such disclosures as "treatment," "payment," or "health care operations" disclosures.
- Make its internal practices, books, and records relating to the use and disclosure of PHI received from the HIPAA Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the HIPAA Plan with HIPAA.
- If feasible, return or destroy all PHI received from the HIPAA Plan that the Sponsor maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- Ensure that the adequate separation between HIPAA Plan and Sponsor, required in 45 C.F.R. § 164.504(f)(2)(iii) and described in this Section, is established.
- Implement administrative, physical, and technical safeguards to the extent required by sections 164.308, 164.310, and 164.316 of title 45, Code of Federal Regulations and HITECH that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI or PHI the Sponsor creates, receives, maintains or transmits on behalf of the HIPAA Plan (other than enrollment/disenrollment information) and it will ensure that any agents or subcontractors to whom it provides such electronic PHI agrees to implement reasonable and appropriate safeguards to protect the information.
- Comply with the other provisions of HIPAA, HITECH and any implementing regulations promulgated thereunder to the extent the same apply to the Sponsor.
- Limit its uses and disclosures of PHI to the "minimum necessary" amount of information to accomplish the intended purpose of the use, disclosure, or request for information. The Sponsor acknowledges that for purposes of this Section, it will be deemed to meet the "minimum necessary" requirement if it discloses only such information within the definition of a "limited data set" as described in 45 C.F.R. § 164.514(e)(2), or if it discloses only such information consistent with guidance required to be provided by the Secretary under 42 U.S.C. § 17935(b)(1)(B).
- To the extent the HIPAA Plan is required to restrict the use or disclosure of PHI pursuant to 42 U.S.C. § 17935(a), or otherwise agrees to a restriction on the disclosure of PHI, the Sponsor agrees to abide by such requested restriction to the extent the Sponsor is made aware of the same via written notice from the HIPAA Plan and to immediately implement the restriction as requested.

Adequate Separation Between HIPAA Plan and Sponsor. In compliance with HIPAA, the Sponsor will designate persons entitled to access PHI. The Sponsor shall only allow those persons so identified to be given access to PHI. Those employees who have access to PHI from the HIPAA Plan are listed in the Privacy Notice, either by name or individual position. The employees who

have access to PHI listed in the Privacy Notice may only use and disclose PHI to the extent necessary to perform the Plan Administration Functions that the Sponsor performs for the HIPAA Plan, including but not limited to: quality assurance, claims processing, auditing, and monitoring. In the event that any of these specified persons do not comply with the provisions of this Article, that person, if an employee of the Sponsor, shall be subject to disciplinary action by the Sponsor for noncompliance pursuant to the Sponsor's employee discipline and termination procedures. If that person is a non-employee, the Sponsor shall take appropriate action with the entity involved, to ensure that appropriate discipline or sanctions are imposed and that non-compliance does not recur.

Permitted and Non-permitted Uses and Disclosure of PHI. Unless otherwise permitted by law, and subject to obtaining a written certification pursuant to subsection titled "Certification of Plan Sponsor", the HIPAA Plan may disclose PHI to the Sponsor, provided the Sponsor uses or discloses such PHI only for the purpose of carrying out Plan Administration Functions that the Sponsor performs for the HIPAA Plan, consistent with the provisions of subsection titled "Conditions of Disclosure." Notwithstanding the provisions of this Section to the contrary, in no event shall the Sponsor be permitted to use or disclose PHI in a manner that is inconsistent with 45 C.F.R. § 164.504(f). The HIPAA Plan may not permit a health insurance issuer or HMO with respect to the HIPAA Plan to disclose PHI to the Sponsor except as permitted by 45 C.F.R. § 164.504(f). The HIPAA Plan may not disclose PHI to the Sponsor for the purpose of employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Sponsor. The HIPAA Plan shall not use or disclose PHI that is genetic information for underwriting purposes.

Information Regarding Participation. Notwithstanding the previous paragraph, the HIPAA Plan, or a health insurance issuer or HMO with respect to the HIPAA Plan, may disclose to the Sponsor information on whether an individual is participating in the HIPAA Plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the HIPAA Plan.

Privacy and Security Official. The HIPAA Plan shall designate a Privacy and Security Official, who will be responsible for the HIPAA Plan's compliance with HIPAA's Privacy and Security Rules. The Privacy Official and the Security Official may be the same individual. The Privacy and Security Official is responsible for ensuring the HIPAA Plan's compliance with HIPAA's Privacy and Security Rules. The Privacy and Security Official may contract with, or otherwise utilize, the services of attorneys, accountants, brokers, consultants, or other third party experts as the Privacy and Security Official deems necessary or advisable.

17. Other Required Notices.

HIPAA Special Enrollment. If you are declining group health plan enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in the Plan if you or your dependents lose eligibility for that other coverage (or if the employer stopped contributing towards your or your dependents' other coverage). The Booklet contains detailed information about special enrollment. To request special enrollment or obtain more information, contact the Plan Administrator.

18. General Information.

No Guarantee of Employment. The Plan is not an employment contract. Nothing contained in this Summary or the Plan gives you the right to be retained in the service of the Participating Employer. This Plan does not interfere with the right of the Participating Employer to discharge you or to terminate your service at any time.

Coordination of Benefits. Your benefits under this Plan may be coordinated with other plans. This means that in some cases, your coverage may be reduced or not provided if you have coverage from another source. This prevents duplicate benefits. Please refer to the Booklet for more information about coordination of benefits.

Subrogation, Reimbursement. Your benefits under this Plan may be subject to subrogation. This means that you may be required to reimburse the Plan for benefits you receive as a result of an injury or illness for which a third party is, or may be, held responsible. This prevents duplicate benefits. You may also be required to repay the Plan for any overpaid or erroneously paid benefits. Please refer to the Booklet for more information about subrogation and reimbursement.

Plan Documents Control. The applicable Plan document, Booklet, and/or other governing documents of the Plan contain the terms of your right to receive benefits. If there is a conflict, the terms of the Plan will control the interpretation, unless otherwise required by law.

Assignment of Benefits. Your benefits under the Plan cannot be used as collateral for loans or be assigned in any other way, except as required by federal law. The Plan shall not be liable for or subject to debts, contracts, liabilities or torts of any person entitled to benefits under the Plan. To the extent permitted by law, neither the benefits nor payments under the Plan will be subject to the claim of creditors or to any legal process. Notwithstanding the above statements, you may assign benefits directly to a health care provider or facility. Otherwise, benefits will be paid according to the terms of the Plan.

Governing Law. This Plan shall be construed according to applicable Federal law and, to the extent otherwise applicable, the laws of the State of Nebraska.

No Guarantee of Tax Consequences. The Sponsor and Participating Employer do not represent or guarantee that any particular federal or state income, payroll, personal property or other tax consequence will result from participation in this Plan. You should consult with your own tax advisors if you have questions.

Payments to Minors, Etc. If an individual entitled to receive benefits under the Plan is a minor or if a court has determined that the individual is not legally capable of giving valid receipt and discharge of benefits, or if the Plan Administrator deems the individual not to have such legal capabilities, the Plan Administrator will designate a person to receive payments on behalf of the individual. The Plan treats these payments as payments to the individual, and the payments fully discharge the Plan's liability.

Severability. If a court with jurisdiction holds any portion of this Plan invalid or unenforceable, the remaining provisions continue to be fully effective.

19. Statement of ERISA Rights. As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). Please refer to the Booklet for more information about your ERISA rights.

20. Conclusion. This Summary is intended to briefly highlight the provisions of the Plan. The Sponsor intends this Summary to be accurate. However, the terms of the Plan will control any conflict with this Summary. You should consult with the Plan Administrator concerning the actual terms of the plan if you have questions.

APPENDIX
DEFINITIONS

In addition to the definitions set forth in the Plan above, the following definitions apply:

"Active Employee" means an individual employed by a Participating Employer or Qualifying Affiliate and who is scheduled to work at least 17.5 hours per week on a regular calendar year basis.

"Board" means the Board of Trustees of the Sponsor or a committee of the Board which is authorized by and acting by the Sponsor.

"Director" means an individual who is voting member of the board of directors of a Participating Employer or Qualifying Affiliate.

"Entry Date" means the date elected by the Participating Employer in the Participating Employer Agreement, upon which a new Active Employee or Director becomes covered under the Plans, provided that the Active Employee or Director enrolls within 31 days of the Entry Date.

"Financial Institution" means a bank, savings bank, or savings and loan association chartered by the State of Nebraska, or chartered by the federal government and authorized to do business in the State of Nebraska, or a trust company.

"Participating Employer" means an employer whose Participating Employer Agreement has been accepted by the Board.

"Participating Employer Agreement" means the Application and Participating Employer Agreement submitted by the Participating Employer to the Sponsor.

"Qualifying Affiliate" means:

(a) If the Participating Employer is a Financial Institution, an organization: (i) that is the holding company of the same Financial Institution; or (ii) that is a subsidiary of a holding company that owns the Participating Employer.

(b) If the Participating Employer is a holding company of a Financial Institution, an organization: (i) that is a Financial Institution owned by the Participating Employer; or (ii) that is a subsidiary of the Participating Employer.

(c) If a Participating Employer is a subsidiary of a Financial Institution holding company, an organization: (i) that is the Financial Institution holding company that owns the Participating Employer; (ii) that is a Financial Institution owned by the same Financial Institution holding company that owns the Participating Employer; or (iii) a subsidiary of the same Financial Institution holding company.