
UMB BANK, N.A. HEALTH SAVINGS ACCOUNT CUSTODIAL AGREEMENT (RETAIN FOR YOUR RECORDS)

This agreement is made between UMB Bank, n.a. (referred to herein as "we," "us" or the "Custodian") and the individual person (referred to herein as "you" or the "Customer") who completes our HSA enrollment process and satisfies the other requirements we establish in order to open a Health Savings Account ("HSA" or "Custodial Account") with us. By instructing us to open an HSA, depositing funds in or otherwise using the HSA or continuing to hold an HSA with us, you have consented to be bound by this Custodial Agreement, and the UMB Bank, N.A. Health Savings Account Deposit Account Terms and Conditions and all notices, disclosures and other documentation referenced in this Custodial Agreement or relating to the HSA as may be provided to you from time to time.

We comply with Section 326 of the USA Patriot Act, which requires us to collect and verify certain information about you when processing your account application. We collect your personal information from you and other sources, such as credit bureaus, affiliates or other companies.

You are establishing this HSA under Section 223(a) of the Internal Revenue Code (the "Code") exclusively for the purpose of paying or reimbursing your qualified medical expenses or those of your spouse and dependents. You represent that, unless this HSA is used solely to make rollover contributions, you are eligible to contribute to this HSA; specifically, that: (1) you are covered under a High Deductible Health Plan (HDHP); (2) you are not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) you are not enrolled in Medicare; and (4) you cannot be claimed as a dependent on another person's tax return. You have made (or may make) an initial cash contribution to the Custodial Account as specified during the HSA enrollment process. The initial deposit, any additional contributions, and any earnings thereon shall be subject to the terms of this agreement. Customer and Custodian make the following agreement:

ARTICLE I

- Your Custodial Account with UMB Bank, n.a. consists of all funds you, your employer, a family member or any other person contributes to your HSA, all investments you make with or through us using those funds, and all earnings on those funds. Contributions must be made in cash and must be delivered to us in a manner acceptable to us.
- We may refuse to accept contributions to the Custodial Account that exceed the maximum annual contribution amount for family coverage plus the catch-up contribution as established by the IRS.
- Contributions for any tax year may be made at any time before the deadline for filing your federal income tax return for that year (without extensions).
- Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this agreement) are not subject to the maximum annual contribution limit set forth in Article II.
- 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 stated in Article II.

ARTICLE II

- The maximum annual contribution limit for a Customer is an amount established by the IRS for each year (depending on whether you have single coverage or family coverage). These limits are subject to cost-of-living adjustments each year.
- Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
- Certain additional catch-up contributions may be made for a Customer who is at least age 55 or older and not enrolled in Medicare.
- Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, catch-up contributions are not subject to an excise tax.
- We will treat any contribution made between January 1 and April 15 as a contribution for the current taxable year unless you provide written notice to us that the contribution is for the preceding taxable year. Written notice must be provided to us at P.O. Box 540606, Waltham, MA 02454.

ARTICLE III

- It is your responsibility to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, you agree to notify us that there exist excess contributions to the HSA. It is your responsibility to request the withdrawal of the excess contributions and any net income attributable to the excess contributions.

ARTICLE IV

- Your interest in the balance in this Custodial Account is nonforfeitable.

ARTICLE V

- All contributions to your Custodial Account will initially be made to an interest bearing HSA Deposit Account at UMB Bank, n.a.
- Other investments may be available within your Custodial Account if collected funds in your HSA Deposit Account exceed an amount (a "Peg Balance") that we establish from time to time. A list of the specific investment options and the amount of the Peg Balance are available to you by calling 1-844-383-9826 or the number appearing on the back of your health savings debit card that accesses the funds in your HSA Deposit Account, or at the website listed in your enrollment documents. Additional information regarding investment options will be provided to you when you enroll in the investment account. We do not provide investment advice to you.
- When these other investments are liquidated, the funds must be credited back to your HSA Deposit Account.
- No part of the custodial funds in this HSA may be invested in life insurance contracts or in collectibles as defined in Section 408(m) of the Code.
- The assets of this HSA may not be commingled with other property except in a common trust fund or common investment fund.
- Neither we nor you will engage in any prohibited transaction with respect to the HSA (such as borrowing or pledging the Custodial Account or engaging in any other prohibited transaction as defined in Section 4975 of the Code).

ARTICLE VI

- Distributions of funds from this HSA may be made upon your direction, subject to the limitations described in any product-related materials that may be provided to you as part of the enrollment package or as otherwise permitted by us. A transfer of funds from your HSA Deposit Account to another investment made available through Custodian is not considered a "distribution," and remains subject to this Custodial Agreement.
- Distributions from this HSA that are used exclusively to pay or reimburse your qualified medical expenses or those of your spouse or dependents are not subject to Federal income tax. However, distributions that are not used for qualified medical expenses are included in your 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 your death, disability, or reaching age 65.
- We are not required to determine whether any distribution is for payment or reimbursement of qualified medical expenses. Only you are responsible for substantiating that the distribution is for qualified medical expenses. You must maintain records sufficient to show, if required, that the distribution is tax-free. You assume full responsibility for determining the tax consequences of any distribution.
- You represent and warrant that each distribution initiated by you or by any person authorized to make withdrawals from the HSA will be a "normal distribution" (i.e., for qualified medical expenses) for purposes of our tax reporting to the Internal Revenue Service ("IRS"), unless you give us written notice to the contrary within 7 days following such distribution. Unless we have received such written notification, we will report each such distribution to the IRS as a normal distribution.

ARTICLE VII

- If you die before the entire interest in the Custodial Account is distributed, the entire Custodial Account will be disposed of as follows: (1) if the beneficiary is your spouse, the HSA will become your spouse's HSA as of the date of your death (subject to our consent and your spouse's completion of applicable documents we may require); or (2) if the beneficiary is not your spouse, the HSA will cease to be an HSA as of the date of your death. If the beneficiary is your estate, the fair market value of the Custodial Account as of your date of death is taxable on your final return. For other beneficiaries, the fair market value of the Custodial Account is taxable to that person in the tax year that includes your date of death.
- You have the right at any time, and from time to time, to designate one or more beneficiaries to whom distribution of the HSA shall be made upon your death. To be valid, any such beneficiary designation must be delivered to us prior to your death on a form provided by or acceptable to us. You must deliver any beneficiary designation to us at P.O. Box 540606, Waltham, MA 02454 or in such other manner as we make available to you from time to time. Any "Designation of Beneficiary" form that you file with us will apply to all funds in your Custodial Account. This includes funds in your HSA Deposit Account with UMB Bank, n.a., as well as any other investments you make through us with your HSA funds. You may revoke any such beneficiary designation at any time, and a designation will be automatically revoked upon receipt by us of a subsequent beneficiary designation in valid form bearing a later execution date.
- In the absence of a valid beneficiary designation on file with us at the time of your death, or if all of the designated beneficiaries shall have predeceased you, we will, upon notice of your death, distribute the Custodial Account to your estate.
- We have no duty, obligation or responsibility to make any inquiry or conduct any investigation concerning the identification, address, or legal status of any individual or individuals alleging the status of beneficiary nor to make inquiry or investigation concerning the possible existence of any beneficiary, claim, or election not reported to us prior to the distribution of the Custodial Account. Upon full and complete distribution of the Custodial Account pursuant to the provisions of this Article, we shall be fully and forever discharged from all liability respecting such Custodial Account.
- We may presume that a beneficiary is legally competent until we receive written notice to the contrary. Whenever any distribution hereunder is payable to a person known by us to be a minor or otherwise under a legal disability, we in our sole discretion may make all or any part of such distribution to: (1) a legal guardian or conservator for such person; (2) a custodian under the Uniform Transfers to Minors Act, including any person or entity designated as such by us if such designation is permitted by applicable law; (3) a parent of such person; or (4) such person directly.

ARTICLE VIII

- You agree to provide us with information necessary for us to prepare any report or return required of a custodian by the IRS.
- We agree to prepare and submit any report or return as prescribed by the IRS for custodians of HSAs.
- Except for any reporting requirements placed on custodian by the IRS, you have complete responsibility for reporting to the IRS all contributions to and distributions from the Custodial Account, and for the tax consequences of all such contributions and distributions, including but not limited to rollovers, transfers, excess contributions and prohibited transactions. You acknowledge that we have not, and will not, provide any tax advice in connection with the Custodial Account, and that you should consult with your own tax advisor for any such advice.
- You are responsible for the payment of any taxes or penalties of any kind that may be assessed against the Custodial Account.
- You acknowledge that our reports to the IRS will be based on information furnished by you, and you agree to indemnify us for any liabilities, taxes, interest or penalties we incur as a result of filing a report based on incorrect or insufficient information you furnish.

ARTICLE IX

• This agreement will be amended by us from time to time to comply with the provisions of the Code or IRS published guidance, and any such amendment may be made retroactively and without the consent of Customer. We may also amend this agreement by sending notice of an amendment to you. You will be deemed to have consented to any such amendment unless you notify us in writing within thirty (30) days from the date we mail the amendment to you, and you thereafter transfer your HSA to a new custodian.

ARTICLE X

• We may resign at any time for any reason upon 10 days' written notice to you. Upon such resignation, you may appoint another qualified HSA custodian to whom the custodial funds shall be delivered. If you have not instructed us to deliver the custodial assets to a successor custodian within 10 days of our notice of resignation, we will pay the custodial funds to you.

• If any provision contained in this agreement is or at any time should become inconsistent with any present or future law, rule or regulation governing HSAs, that provision shall be deemed to be superseded or modified to conform to such law, rule or regulation, but in all other respects this agreement shall continue in full force and effect. Likewise, if any provision of this agreement should be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision, and the remainder of this agreement shall be carried out as if such invalid or unenforceable provision were not contained herein.

• We reserve the right to assign your HSA without your consent, provided that the assignee is qualified under the Internal Revenue Code to be a health savings account custodian or trustee. Upon any assignment of this Agreement, the assignee shall automatically become custodian of the HSA. We will provide notice to you of any assignment in the manner required by applicable law.

ARTICLE XI

• All questions arising with respect to the provisions of this agreement shall be determined by application of the laws of the State of Missouri except to the extent Federal law supersedes Missouri law.

ARTICLE XII

• Your HSA Deposit Account at UMB Bank, n.a. is FDIC-insured to the extent provided by law and is governed by the terms of the Health Savings Account Deposit Account Terms and Conditions. The Deposit Account Terms and Conditions are incorporated herein by reference.

• **You should be aware that if we make investments available within your Custodial Account other than your HSA Deposit Account, those investments:**

- 1) **are not deposits or obligations of, and are not guaranteed by UMB Bank, n.a. or any other financial institution;**
- 2) **are not insured by the FDIC or any other government agency; and**
- 3) **involve investment risks, including the possible loss of principal.**