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## UMB BANK, N.A. HEALTH SAVINGS ACCOUNT DEPOSIT ACCOUNT TERMS AND CONDITIONS (RETAIN FOR YOUR RECORDS)

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These Deposit Account Terms and Conditions (the "**Terms**") govern the operation of your health savings account ("Health Savings Account" or "HSA") Deposit Account with UMB Bank, n.a. (the "**Deposit Account**"), and include the contractual provisions governing your Deposit Account. For purposes of this document, "**we**", "**us**", "**our**" or "**the Bank**" refer to UMB Bank, n.a., which holds your Deposit Account. "**You**" or "**your**" refer to the Account Owner in whose name the Health Savings Account is opened, as established in our account records based on information submitted to us during the enrollment process; the terms "**you**" and "**yours**" also refer to any other person named as an additional Authorized User based on information provided to us during the enrollment process or in a subsequent authorization. By completing the enrollment process and opening an HSA, you agree to all of the terms and agreements set forth below concerning your Deposit Account.

### **Account Owner and Authorized Users.**

Under this particular program (the "Program"), all funds deposited into your Deposit Account will be held by us on our books in a commingled "omnibus" account with funds of other HSA depositors that participate in the Program. We have entered into an agreement with an administrator (the "Administrator") that will create a "notional account" representing each Account Owner's funds held in the commingled account and maintain subaccounting records on our behalf of the funds in your particular Deposit Account and the transactions in your Deposit Account. The funds in your Deposit Account only include funds held in the notional account established by the Administrator under the Program and do not include funds that you may hold in other deposit accounts with us. We will title the omnibus account in a manner that will permit the Deposit Account opened in connection with the Program to be insured by the Federal Deposit Insurance Corporation on a pass-through basis so that, regardless of the amount of funds held in the commingled account, funds in your Deposit Account held in connection with the Program will be insured by the FDIC separately from the funds of other HSA depositors who also participate in the Program.

The Account Owner has the right to designate one or more beneficiaries that are entitled to funds in the Deposit Account upon the Account Owner's death. Any designation of beneficiary must be on a form that we provide or that is acceptable to us, and is binding on us only when we receive it in the manner described in the Custodial Agreement covering your participation in the Program.

The Account Owner may authorize another person, such as a spouse, to withdraw funds from the Deposit Account by any means available to the Account Owner (an "**Authorized User**"). You may request an additional debit card to be provided to an Authorized User that can be used to access the Deposit Account either during the enrollment process or in a later authorization. The Account Owner is responsible for all transactions on the Deposit Account conducted by an Authorized User. The Account Owner may revoke an Authorized User's debit card. You should provide any such revocation to us in writing, and the Bank has a reasonable period of time to act after receiving the notice. By designating an Authorized User to us, you agree that we may provide information about your Deposit Account to that Authorized User.

We may decide, on the death of the Account Owner, to close the Deposit Account. Upon the death of the Account Owner, we have the right to require that any beneficiary provide proof of identity. The Deposit Account may cease to qualify as a Health Savings Account, and the beneficiary may incur tax consequences in connection with receiving the funds. Consult your personal tax advisor for any questions.

Please see the section below entitled "Interest" for specific information about the rates of interest and annual percentage yields applicable to your Deposit Account. These rates, fees and terms apply only to the Health Savings Accounts at UMB Bank, n.a. that participate in the Program.

### **Deposits and Withdrawals**

You may make an unlimited number of deposits to your Deposit Account. Deposits may be made by check or direct deposit. We may also offer other means of making contributions to your Deposit Account, such as by electronic transfer from another account you hold. See the Electronic Fund Transfer disclosures below. The terms of your Health Savings Account Custodial Agreement and the U.S. Tax Code limit the total dollar amount of deposits that may be made to your Deposit Account with respect to any tax year in order to maintain favorable tax treatment as a Health Savings Account. The Bank may refuse to accept contributions to the Deposit Account that the Bank in good faith believes would exceed the maximum annual contribution amount for persons having family coverage plus the catch-up contribution as established by the IRS. The Bank is not required to monitor your deposits for purposes of determining whether you have exceeded the allowable deposit limits each year.

You should not make deposits of cash through the mail. If you do, you assume all risk that the deposit may be lost before it reaches us. In the event of a dispute as to the amount of cash that we receive, our determination of the amount will be assumed to be correct if we have followed our normal procedures for verifying cash deposits. If you deposit a check to your Deposit Account through the mail, you should endorse the check "For Deposit Only" and sign it. If you want to make a deposit by writing a check drawn on another account you have, you should make the check payable to yourself, and on the back side, endorse it as stated immediately above.

You may make an unlimited number of withdrawals from your Deposit Account. Withdrawals may be permitted by check or debit card, depending upon your particular plan, and by certain other electronic fund transfers. See the Electronic Fund Transfer disclosures, below. Withdrawals that are not used to pay for qualified medical expenses may be included in your gross income for tax purposes and may be subject to an additional penalty tax. We have no duty to review your withdrawals to determine if they are used for proper purposes. Please refer to your Health Savings Account Custodial Agreement for additional details.

When we accept deposits and issue receipts or statements, the deposits and receipts and statements are subject to later verification and correction, if necessary. As a matter of practice, we process deposits to your Deposit Account before checks or other debit items presented for payment are processed. We, in our sole discretion, may determine the order in which checks or other debit items are paid, which could include payment based upon the amount of the checks or other items (for example, payments of checks issued for larger amounts prior to checks issued for smaller amounts).

**Authorizing Others to Create Checks or Drafts Drawn on Your Account.** If you voluntarily provide information about your Deposit Account, such as your account number and our transit routing number, to any other person seeking payment from you, and the person creates a paper check or draft for collection through the check collection system, we may pay the resulting item even if it does not contain your signature. (A check or draft created by a third party based on your verbal authorization that does not contain your signature is sometimes called a "preauthorized draft" or "remotely created check.") **You should exercise caution, because third parties may try to charge your account for items you did not authorize or in amounts different from what you authorized.**

You must notify us of any claim that a preauthorized draft or remotely created check created by a third party and charged to your Deposit Account was not authorized or that the amount of the item was different than what you authorized within sixty (60) days of when the item first appeared on your Deposit Account statement. If you make a claim about the item within that time period, we will forward the claim to the bank that first deposited the check for collection, and will provide you any refund that we receive. If we are unable to recover the amount from the bank of first deposit because you do not make the claim within the required time period, we may not be able to recover the amount from the bank where the item was first deposited. If we cannot recover the funds from the bank of first deposit, we will not refund the money to you, even if you claim the item was unauthorized. We are not otherwise responsible for any loss you may incur on such an item.

### **Statements, Statement Cycles and Reporting Errors**

Unless you have requested to receive your Deposit Account statements from us only in electronic form, you will receive an account statement for your Deposit Account that participates in the Program through the U.S. mail on a monthly basis. However, you can also receive information about your account transactions through the Online Banking Service (described below) for your Deposit Account. Your statement will show the amounts you have deposited, information about items paid from the Deposit Account, debit card transactions paid, other debits to the Deposit Account, service charges deducted from the Deposit Account, and interest earned for the period covered by the statement.

If you have requested to receive your account statements electronically instead of in paper form, you agree that the electronic notice that we send to the e-mail address you provide to us which advises you of the availability of your statement will constitute your receipt of the statement itself, and we will not be required to provide you with regular paper statements through the US Postal Service. You must promptly go to the website address we provide and review your statement when you receive the notice. You must review your electronic statement information at least once every thirty (30) days.

If you believe any statement you receive contains an error or includes an unauthorized transfer from your Deposit Account, please notify us immediately. You must examine, upon receipt, all statements or electronic statement information and report any errors or irregularities to us within thirty (30) days of your receipt of the statement or within thirty (30) days of your receipt of notice of the availability of your electronic statement information. Otherwise, your Deposit Account statement will be deemed to be correct and you may not recover from us any amounts that you later claim were improperly deducted from your Deposit Account. Different rules apply to electronic fund transfers that you claim were unauthorized or processed in error. You should refer to the Electronic Fund Transfer disclosures below, or the Cardholder Agreement that accompanies your debit card, if applicable, for rules concerning electronic transfers.

You must bring any legal action against us to recover any amount alleged to have been improperly paid out on your account within one (1) year after the date the statement containing the allegedly improper payment was made available to you, or you will not be entitled to recover the payment from us.

We will convert all checks and other paper items paid from your Deposit Account, if any, to an image format. An image of the item, or for some account types, only a description of the item, will be provided on your statement or in your electronic statement. We will keep the originals for a limited period of time, but images will be retained for as long as legally required. If an image of your check or other paper item (instead of the original) is made available, you agree that we will not be liable for destruction of the original. You can obtain a copy of a check or image by requesting it and providing your Deposit Account number, the check number, and the amount. Your obligation to review your statement and report any errors is not affected by the fact that we provide an image or description of the check or other item on the statement or within the electronic statement information rather than returning the original to you.

**Returned Items**

If you do not have sufficient collected funds in your Deposit Account to cover payment of checks you have written or other debits from your Deposit Account when they are presented to the Bank for payment, such debits may be returned unpaid or payment refused. There will be a charge for each returned debit item. Notification of returned checks will be sent to you. Service charges for returned debit items and overdrafts will be charged by us against your Deposit Account, and we will not be liable if checks or other debits are dishonored because of insufficient funds resulting from the deduction of service charges from your Deposit Account. We will not be liable because of the order in which we pay checks, items or transfers. If we, in our sole discretion, pay a check or other debit and overdraw your Deposit Account, you must reimburse the Bank upon demand. If the Bank must institute legal proceedings to collect any amounts from you, to the extent permitted by applicable law, the Bank may collect from you the costs of collection and reasonable attorney's fees. Any person who writes a check or conducts a debit transaction resulting in an overdraft is jointly and severally liable for the overdraft with the Account Owner.

**Returned Deposited Items.**

If a check or other item is deposited to your Deposit Account or cashed and is later returned unpaid to us by the financial institution upon which it is drawn, the amount of the check or other debit will be deducted from your Deposit Account. Any interest earned on your deposit evidenced by such returned item or check may be deducted from your Deposit Account. There will also be a service charge for each returned check or other debit item.

**Stopping Payment**

If you are permitted to write checks on your Deposit Account and you want to stop payment of a check, you may do so if we receive your verbal or written stop payment order within a reasonable time before we have paid the check. If you give us verbal instructions to stop a payment, you must mail or deliver to us written confirmation of the stop payment order within 14 days or the order may be cancelled. Stop payment authorizations expire six (6) months after the date we first receive your stop payment order. There will be a service charge for each such stop payment order. Your written stop payment order should include the following information: the name of the Account Owner, the Deposit Account number, the name of the person who signed the check, the name of the party to whom the check or other item was made payable, the date and amount of the check, the check number, and your name. The Bank assumes no liability for failure to stop payment on a check or draft if any of the information is incorrect or incomplete. If we honor your stop payment order, you agree that you will hold us harmless for all expenses you or we incur on account of the stop payment order. You further agree that if, contrary to such stop payment order, payment is nevertheless made through inadvertence, accident or oversight, the Bank's liability will be limited to the face amount of the check or other debit, and the Bank will not be liable with respect to other items drawn by you which are returned for insufficient funds because of such payment.

**Closing Accounts**

You have the right to close your Deposit Account at any time, subject to giving any prior notice that may be required by law. We may charge you a fee when you close the Deposit Account. If you decide to close the Deposit Account, you should stop writing checks, if applicable, and using your debit card or otherwise initiating transactions on the Deposit Account immediately. All checks or other transactions on the Deposit Account that are received for payment by us after the Deposit Account is closed will not be paid, but will be returned to the party seeking payment with a notation that such account has been closed.

We have the right to close your Deposit Account, by giving you ten days written notice mailed to your address of record. We are not required to give you advance notice if we decide to close your account because of improper or unsatisfactory account activity or if you have not complied with these Terms or any other agreements we have with you.

**IRS Reporting and Withholding**

If you do not provide us with your correct taxpayer identification number as required by Internal Revenue Service Form W-9, you will be subject to the backup withholding requirements of the Internal Revenue Code. Additionally, there are other reasons set forth in the Internal Revenue Code for which you may be subject to backup withholding. If you are subject to backup withholding, we will deduct the required amount from interest paid on any accounts you hold with the Bank and report this to you and to the Internal Revenue Service. In any event, we will report to you and to the Internal Revenue Service the amount of interest earned during each calendar year you maintain an interest bearing account with us.

**Amendments**

Subject to applicable provisions of law, we may change these Terms upon notice to you.

**Applicable Law; Consent to Jurisdiction.**

These Terms are governed by and will be interpreted under the laws of the state where your account is opened, which is the State of Missouri. Any lawsuit against us regarding your account must be brought in a proper federal or state court in Missouri. You consent to the jurisdiction of the courts of Missouri in any suit related to your rights or obligations arising from maintaining your account with us.

**REGULATORY DISCLOSURES****TRUTH IN SAVINGS****Interest**

The interest rate and Annual Percentage Yield ("APY") applicable to the entire balance in your Deposit Account on any given day will depend on which of the specific balance ranges your daily Deposit Account balance falls within on that day. The balance ranges are described below, and the initial interest rate and APY currently applicable to each are disclosed next to the particular balance level.

**Balance Levels**

Tier	Balance	Interest Rate	APY
I	\$0.00 – 999.99	0.05%	0.05%
II	\$1,000.00 – 4,999.99	0.10%	0.10%
III	\$5,000.00 – 14,999.99	0.20%	0.20%
IV	\$15,000.00 and over	0.45%	0.45%

We reserve the right to change the interest rate and APY on your Deposit Account at any time in our sole discretion. We are not required to notify you in advance of those changes. We also reserve the right to change the balance levels on which different rates of interest may be paid.

Interest will be credited to your Deposit Account at the end of each monthly statement cycle and will be compounded monthly. If you close your Deposit Account before interest is credited, you will not receive any accrued (but not yet credited) interest. We use the daily balance method to calculate interest on your Deposit Account. This method applies a daily periodic rate to the balance in your Deposit Account each day. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (i.e., checks). Fees could reduce the earnings on the account.

**Schedule of Fees**

You are responsible for the payment of the fees set forth in our Schedule of Fees, below. However, in some instances, the fees, or a portion thereof, may be paid by an Employer, Plan Service Provider, or insurance carrier. To the extent that the fees are not paid by another entity, we will deduct the fees from your Deposit Account. These charges are subject to change by us at any time (including, but not limited to, the expiration of your High Deductible Health Plan), upon notice to you as required by applicable law. If there are not enough funds in your Deposit Account to cover the amounts you owe us, we may overdraw your account, without being liable to you. You agree to pay immediately all fees and other amounts you owe us. We may use deposits you or others make to your Deposit Account to pay fees and other amounts you owe us.

Online Enrollment Fee	\$0.00	Check Copies	\$10.00 (per copy)
Monthly Service Charge	\$0.00	Wire Transfer	\$10.00
Debit Card Transactions	\$0.00	Account Closing/Transfer Fee	\$15.00
Insufficient funds/overdraft	\$25.00	Check Reimbursement (withdrawal)	\$15.00 (per check)
Returned Deposited Item	\$3.00	Paper Statements	\$1.25 per month
Stop Payment Request	\$20.00		

\* Check Reimbursement charge does not apply to customer bill payments made through the Online Banking Service.

The Benefit Admin Fee (below) is a monthly fee charged by your Plan Service Provider (PSP) for HSA servicing, and the amount varies by Employer. Listed below is the standard fee range. Check the documents provided by your PSP to see which fee amount applies to you. Your account will be debited once a month and the charge will be one of the following:

Benefit Admin Fee	\$0 (fee paid by your Employer), \$1.75, \$1.85, \$2.00, \$2.25, \$2.50, or \$2.75
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## FUNDS AVAILABILITY

### Availability

Generally, our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. (There may be some exceptions; See "Longer Delays May Apply" and "Special Rules for New Accounts" below). Electronic direct deposits (such as an ACH credit transfer from your employer) will be available on the day we receive the deposit. Electronic debit transfers from another deposit account to your Deposit Account (such as a transfer made using the HSA Web site tools) will generally be available within five (5) business days after the day you enter the transfer online. Once your deposits are available, you can withdraw the funds in cash and we will use the funds you deposit to pay checks you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and Federal holidays. The close of each business day varies but will be no earlier than 2:00 p.m. Central Time. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until up to the second business day after the day of your deposit. However, the first \$200 of your deposit will be available on the first business day.

Under the following circumstances, funds you deposit by check may be delayed up to five (5) days in addition to the maximum two-day delay explained in the preceding paragraph:

- We believe a check you deposit will not be paid. (The first \$200 will not be made available on the first business day.)
- You deposit checks totaling more than \$5,000 on any one day. (The first \$200 will be made available on the day of your deposit.)
- You redeposit a check that has been returned unpaid. (The first \$200 will not be made available on the first business day.)
- You have overdrawn your Deposit Account repeatedly in the last six months. (The first \$200 of your deposit will not be made available on the first business day.)
- There is an emergency, such as failure of communications or computer equipment. (The first \$200 of your deposit will not be made available on the first business day.)

We will tell you at the time you make a deposit if we are not going to make all of the funds from your deposit available the business day after the day of your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (for example, if you mail your deposit), or if we decide to take this action after you have left the premises, we will mail you the notice by the business day following the day we receive your deposit. You should ask us when the funds will be available if you will need the funds from a deposit right away.

### Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 calendar days your account is open:

- Funds from electronic direct deposits into your account will be available on the day we receive your deposit.
- Funds from wire transfers into your account will be available on the first business day after the day we receive the transfer.
- Funds from deposits of cash will be available on the first business day after the day we receive the deposit.
- The first \$5,000 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit if the checks are payable to you. The excess over \$5,000 will be available on or before the ninth business day after the day of your deposit.
- Funds from deposits of the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and state and local government checks will be available on the first business day after the day of your deposit if the checks are payable to you. The excess over \$5,000 will be available on or before the ninth business day after the day of your deposit. If you do not make the deposit in person to one of our employees (for example, if you mail your deposit), the first \$5,000 will not be available until the second business day after the day of your deposit.
- Funds from all other check deposits will be available on or before the seventh business day after the day of your deposit.

### Special Rule for Excess Contributions.

We may refuse to accept contributions to the Deposit Account that the Bank in good faith believes would exceed the maximum annual deductible amount for family coverage plus the catch-up contribution as established by the IRS. If we refuse to accept the contribution, those funds will not be available in your Deposit Account. We will promptly return such excess contributions.

## ELECTRONIC FUND TRANSFERS

A. The HSA debit card that you receive with your Deposit Account may be issued by us or another bank. You may initiate electronic fund transfers using your debit card. The Cardholder Agreement you will receive with your debit card contains information about and disclosures concerning electronic fund transfers made using your debit card. See your Cardholder Agreement for further details.

B. The following disclosures pertain to other electronic fund transfers that you may make involving your Deposit Account.

1. Other Types of Electronic Funds Transfers You Can Make. You can make these other types of electronic funds transfers (in addition to debit card transactions as discussed above) to or from your Deposit Account: (a) direct deposits; (b) preauthorized debit transfers, (c) certain online transfers or bill payments through the use of the Online Banking Service (which includes a mobile application (the "Mobile App"), to the extent it is offered for your Program, and (d) transactions that you initiate using other electronic or telephone banking services provided by others (and not by us). Further information about these types of electronic fund transfers is provided below.

Remember that withdrawals (including electronic withdrawals) that are not used to pay for qualified medical expenses may be included in your gross income for tax purposes and may be subject to an additional penalty tax. Please refer to your Health Savings Account Custodial Agreement for additional details

(a) Direct Deposits. You can arrange to have your employer or another person arrange to make direct deposits of contributions to your Deposit Account. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-844-383-9826 to find out whether or not the deposit has been made.

(b) Preauthorized Debit Transfers. You may authorize us or other third parties to take electronic payments of specific amounts from your Deposit Account. These electronic payments may be authorized as a single electronic debit or as a series of continuing (such as monthly) preauthorized payments. You arrange for this service by providing an authorization to the person or company you will be paying. **You should exercise caution when you do this, because third parties may try to charge your account for items you did not authorize or in amounts different from what you authorized.** You should check with us to be sure that you are using the correct account number and routing number for your Deposit Account. Sufficient collected funds must be available in your Deposit Account or we may refuse to make the transfer.

When you have authorized a person or company to debit your Deposit Account on a recurring basis, the preauthorized transfer will continue to be made from your Deposit Account in the same amount and frequency as initially established until you terminate the preauthorized transfer instructions with the person or company that you have been paying or until you give us a stop payment instruction as provided below.

If the regular preauthorized payments you authorized may vary in amount, the person or company you are going to pay should tell you ten (10) days before each payment when the payment will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

(c) Stopping Payment on Preauthorized Debits. If you have granted someone the right in advance to deduct regular payments out of your Deposit Account, you can stop any of those payments. Here's how.

Call us at the phone number shown at the end of the Regulatory Disclosures under "UMB Contact Information" in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days

after you call. The fee set forth in the Schedule of Fees, above, will apply to these stop payment orders. If you order us to stop one of these electronic payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your proximately caused losses or damages. Our liability may be further limited as provided in the "Our liability" section of these Electronic Fund Transfer disclosures, below.

When you give a stop payment order for a debit drawn pursuant to a preauthorized payment, the stop payment order will remain in effect until the earlier of (1) withdrawal of the stop payment order by you; or (2) the return of the debit entry, or, where the stop payment order is applied to more than one debit entry under a specific authorization involving a specific Originator, the return of all such debit entries.

(d) Online Banking through the HSA Website or Mobile App. The HSA website for your Deposit Account is at the specific mywealtheareonline.com URL you were provided at the time you enrolled for your HSA (the "HSA Website"). The HSA Website and Mobile App include certain electronic banking tools to allow you to make contributions to or withdrawals from your Deposit Account more conveniently: (1) You can transfer funds from another checking or savings account you have with us or with another financial institution to your Deposit Account by using the HSA Website or Mobile App. We require you to demonstrate to us that you are authorized to withdraw funds from the other account before you can use this transfer service. As stated above, the total contributions that you can make in any tax year to your Deposit Account are limited by federal law; (2) You can use the HSA Website and Mobile App to obtain reimbursement for qualified medical expenses that you paid using funds that were from a source other than your Deposit Account; and (3) You can use the HSA Website and Mobile App to request a payment to a qualified medical provider. See the section below titled "ONLINE BANKING AND MOBILE APP FOR YOUR HSA (INCLUDING REGULATORY DISCLOSURES)" and the HSA Website and Mobile App for further details.

We may impose other limitations on the frequency or amount of online transfers you make through the Service. Those limits are not disclosed for security purposes. Charges for these electronic banking services are as set forth in the Schedule of Fees, above.

(e) Electronic Funds Transfer Services Provided by Third Parties. Some third parties may allow you to make transfers from your Deposit Account to pay bills using Internet sites or telephone banking services provided by those parties. We do not provide those electronic banking services to you.

(f) Electronic Check Conversions. If your Program includes access to your Deposit Account by check, you may authorize a merchant or other payee to make a one-time electronic payment from your Deposit Account using information from your check to pay for a purchase or to pay your bill. When you make a purchase or pay a bill using a check that is converted by the payee or its agent into an electronic fund transfer, the electronic transaction is presented to us for payment from your Deposit Account. An electronic representation of a returned check is not considered an electronic check.

2. Liability for Unauthorized Use. In case an electronic fund transfer is made from your Deposit Account without your authorization, you should know the steps you must take.

Tell us AT ONCE if you believe that your online banking PIN or Password has been lost, stolen, or used without your permission, or if you believe that an electronic fund transfer has been made without your permission, for example, using information from your check. Telephoning is the best way of keeping your losses down. If you believe that an unauthorized electronic fund transfer has been made from your Deposit Account, call or write us at UMB Bank, n.a., P.O. Box 540606, Waltham, MA 02454, or call 1-844-383-9826. You will be responsible for any unauthorized electronic fund transfer from your Deposit Account, even if you did not authorize it, if you do not notify us within 60 days after you receive your HSA statement or electronic statement information.

If you report a transaction involving your Deposit Account to us at UMB Bank, n.a., P.O. Box 540606, Waltham, MA 02454 or call 1-844-383-9826 within two (2) business days of when you learn of the loss or theft of your PIN and/or Password, you can lose no more than \$50 if someone used those codes and withdrew the funds without your permission. If you do not contact us as stated above within two (2) business days of when you learned of the loss or theft of those codes, and we can prove that we could have stopped someone from performing other unauthorized transactions, you could lose as much as \$500. If your Deposit Account statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement or electronic statement information was made available to you, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a hospital stay or a long trip, kept you from telling us, we will extend the time periods.

3. Business Days. Our business days are Monday through Friday, excluding holidays.

4. Disclosures to Third Parties. We may disclose information to third parties about your Deposit Account and transactions you engage in with respect to your HSA: (a) to your Employer, to the Custodian of your HSA and/or to any service provider that your Employer or the Custodian uses to provide services to your health savings account; (b) where it is necessary for completing a transaction; (c) in order to verify the existence or condition of your HSA for a third party such as a merchant; (d) in order to comply with orders of government agencies or courts; (e) if you have given us or the Custodian written permission; (f) to the Insurance Provider or Broker that provides your high deductible health policy (in connection with your HSA) or to its third party service provider; (g) to any company that provides or services investments within your HSA; or (h) as otherwise provided in our Privacy Notice.

5. Our liability. If we do not complete an electronic funds transfer from your Deposit Account on time or in the correct amount, you may have a right to recover your proximately caused direct losses or damages. However, there are some exceptions. We will not be liable, for instance, (a) if, through no fault of ours, the available balance in your Deposit Account is insufficient to complete the transaction; (b) if circumstances beyond our control (such as fire or flood) prevent the transaction despite reasonable precautions that were taken; (c) with respect to the Online Banking Service available through the HSA Website, for the reasons set forth in Section 7 of the "Online Banking and Mobile App for Your HSA", below; (d) in accordance with the other exceptions stated in your Cardholder Agreement (with respect to Card Transactions) or in accordance with the agreements that govern your HSA; or (e) if the electronic fund transfer service was provided by someone else.

Any liability that we may have for any failure to complete a transaction that was not intentional and that resulted from a bona fide error, notwithstanding procedures to avoid such error, shall not exceed your actual direct damages proven, and shall specifically exclude any indirect or consequential damages.

6. Error Resolution. If you believe that you did not authorize an electronic fund transaction, if you need a copy of a transaction receipt from a Merchant, if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt, you should call or write us at UMB Bank, n.a., P.O. Box 540606, Waltham, MA 02454 or call 1-844-383-9826. You should report errors no later than sixty (60) days after information is available to you on your periodic statement or in your electronic statement information concerning the transaction that you believe to be in error or which you believe is a problem. Include the following information: (a) your name and your Deposit Account number; (b) describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and (c) the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or questions in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

7. Fees and Charges. With respect to your HSA and Deposit Account, fees and charges we impose for maintaining your HSA Deposit Account and for transactions (including electronic transactions) in your Deposit Account are set forth in the Schedule of Fees, above. Additional fees and costs related to your Card use may be as set forth in your Cardholder Agreement. The amount of each type of fee or service charge is subject to change.

8. Documentation of Transactions. You can get a receipt for each transfer that was made at an ATM (if ATM access allowed) or point of sale terminal, except that certain terminals may not provide receipts for small transactions (under \$15). You will also receive a monthly statement for your Deposit Account that will include a record of any transactions, and you may also access the HSA Website to obtain current account information.

## UMB Contact Information

If you have questions in the future related to banking services associated with your Deposit Account, please write UMB Bank, n.a., P.O. Box 540606, Waltham, MA 02454 or call 1-844-383-9826. You may also call this number to request a stop payment on a preauthorized transfer from your Deposit Account.

## ONLINE BANKING AND MOBILE APP FOR YOUR HSA (INCLUDING REGULATORY DISCLOSURES)

The following terms and conditions (the "Online Banking and Mobile App Terms") apply to our online banking services applicable to your Deposit Account.

1. **The Service.** You can access online banking and the Mobile App for your Deposit Account (the "Service") using a variety of electronic devices, including a personal computer, tablet, cell phone and other portable electronic devices. You must determine whether your hardware and software meet the encryption and other requirements we have established for the Service.

2. **Mobile App.** You can also access certain portions of the Service through a Mobile App, to the extent offered through your Program. You can use the Mobile App to make Electronic Transfers as described under Section B.1 under the heading "Electronic Transfers." You may not enroll in the Program using the Mobile App. In addition, certain forms and statements may not be available through the Mobile App, including without limitation, beneficiary forms, Deposit Account information change forms, contribution correction forms, HSA transfer forms, IRS forms, and your account statements. These Online Banking and Mobile App Terms govern your use of the Mobile App.

3. **User ID and Password.** For access to your Deposit Account through the Service, you will need to create a User ID and a Password. Because your User ID and Password can be used to access money in your Deposit Account and information about your Deposit Account, you should treat your User ID and Password with the same degree of care and secrecy that you use to protect the Personal Identification Number (PIN) you have for your ATM or check card or that you use to protect other sensitive personal financial data. You can change your Password online, and we recommend that you do so frequently. Your Password should not be the same as your debit card PIN. You agree not to give or make available your User ID and Password to any person not authorized to access your Deposit Account. You agree to report any loss of or suspected unauthorized use of your User ID and Password to us immediately. You will use the same User ID and Password when you access the Service through the Mobile App.

4. **Deposit Account Information.** With the Service, you can check your balance and obtain certain transaction information regarding your Deposit Account. The Service will show your Deposit Account balance; and if you have elected other HSA investment options, the Service will also show your HSA Investments balance. HSA investment products are available through Devenir, LLC, member FINRA. These investment products are NOT FDIC INSURED, HAVE NO GUARANTEE, AND MAY LOSE VALUE.

The "**Available Balance**" displayed in the Service for your Deposit Account is the amount of money in your Deposit Account that is currently available for you to spend. It includes all posted and processing transactions (all transactions that were received by us as of midnight the prior day and have been posted to the Deposit Account and are currently being processed). Keep in mind that to calculate the exact amount of money you have to spend or withdraw from your Deposit Account, you should subtracted from your Available Balance any transactions that you have made that we have not yet received (and do not appear on the HSA Website). The Available Balance does not include any transaction that has not been received by the bank (check, recurring Debit Card transactions, ACH) and the amount of a deposit not currently available, including holds. The Available Balance displayed does **not** include your HSA Total Investment Balance, which is listed separately. The "HSA Total Investment Balance" is the prior business day's ending balance based on the value of assets in your HSA Investments as of that day, as reported to us by Devenir, LLC.

We maintain transaction information on your Deposit Account for the length of time required by applicable law.

5. **Making Contributions to your Deposit Account through the Service.** You can use the Service to make contributions to your Deposit Account from another bank account that you own (a "**Funding Account**"). The Funding Account may be a checking or savings account you have with us or with a different financial institution.

After you have entered information through the Service that identifies the Funding Account you want to use, we will make three small offsetting transactions to the Funding Account, with the words "**UMB HSA**" as a transaction description. After those deposits appear in your Funding Account, you must log back into the Service to verify the amounts of those transactions. You will be given three opportunities to correctly identify these transactions. If you do not correctly identify the transactions, you will be required to re-enter a Funding Account in the service and complete the validation process. You will not be able to fund your Deposit Account until this validation is complete. You represent and warrant to us that you own the Funding Account that you designate in the Service for making contributions to your Deposit Account and that you have a right to debit the Funding Account to make contributions to your Deposit Account, and you agree to indemnify and hold us harmless for any claims, damages and expenses (including reasonable attorney's fees) that we incur by virtue of our making any transfer from a Funding Account to your Deposit Account. Allow up to five (5) business days for the contribution to be available in your HSA.

Contributions to your Deposit Account may not exceed the applicable annual HSA contribution limits established by the IRS plus the maximum annual catch-up contribution limit. For further information, see your UMB HSA Account Custodial Agreement with us.

6. **Bill Payment Service.** You elect to enroll in the Bill Payment Service when you open your Deposit Account. Using the Bill Payment Service, you may electronically direct us to make payments from your Deposit Account to third parties ("**Payees**") or to transfer funds from your Deposit Account to another account in order to reimburse yourself from your HSA for a qualified healthcare expense that you paid from other (non-HSA) funds. You are responsible for ensuring that all payments to Payees or payments to reimburse yourself are for qualified healthcare expenses and that you keep records to establish that fact, in case the Internal Revenue Service asks you for the records. We do not review your payment or reimbursement requests for compliance with IRS regulations. You are responsible for the tax consequences of any Bill Payment or reimbursement transaction from your HSA using the Service. Payments may be made only to Payees with a U.S. mailing address. If you use the Bill Payment Service to reimburse yourself by crediting an account at another depository institution, the funds will generally be available in the account at the other bank within 3 business days after you enter the reimbursement in the Bill Payment Service.

- a. Your Personal Payee List. You must provide sufficient information about each Payee ("**Payee Information**") as we may request from time to time, to properly direct a payment to that Payee and permit the Payee to identify the correct account ("**Payee Account**") to credit with your payment. This information may include, among other things, the name and address of the Payee and your Payee account number. From time to time we may limit the number of Payees you may designate to receive payments through the Service.
- b. Payment Amount. Individual payments may be made in any amount. However, payments may not be in an amount that exceeds the Available Balance in your Account.
- c. Delivery of Your Payments. Although you can generally enter payment information through the Service 24 hours a day, 7 days a week, payments can be "initiated" only on our business days. The payment date or the "mail first payment on" date is the date on which funds are to be deducted from your Deposit Account (the "**Process Date**").

After funds are withdrawn from your Deposit Account on the Process Date, we will generally remit your payments by mailing the Payee a check drawn on an account we maintain for that purpose. Because of the time it takes for your Payees to receive their payments, the Process Date for each payment must be at least ten (10) business days prior to the Due Date. The "**Due Date**" is the date on which the payment must be received by the Payee to be considered on time under your agreement with the Payee, not including any grace period that the Payee may provide before the Payee imposes a late fee or similar penalty. The first time you send a payment to a Payee using the Service, it would be helpful if you allow additional time. That would allow the Payee to adjust to the new form of payment.

- d. Order of Payment. If more than one payment is scheduled for the same business day, we will, in our sole discretion, determine the order in which those payments are processed. You cannot control the order in which these payments are processed. Accordingly, if your Deposit Account does not contain sufficient available funds to complete all of your payments, any one or more of the payments may not be completed.
- e. Recurring Payments. You may schedule payments to Payees to be automatically initiated in a fixed amount weekly or monthly (a "**Recurring Payment**"). The date on which a transaction is scheduled to be initiated is referred to as the "**Recurring Payment Date**." If a Recurring Payment Date is a day that does not exist in a certain month, then the payment will be initiated on the next available business day. For example, if you schedule a payment for the 30th of each month, your payment for the month of February will be initiated on the 1st of March or the first business day of March, if the 1st falls on a day which is not a business day. If the Recurring Payment Date falls on a day other than a business day in any month, your payment will be initiated (i.e., the payment will be deducted from your Deposit Account) on the next available business day. Thus, your actual Process Date for any month may not be the Recurring Payment Date. For example, if you schedule a Recurring Payment to be initiated on the fifth (5th) of each month, and August 5th is a Saturday, your payment for August would be initiated August 7th.
- f. Canceling or Changing Payments. You may electronically cancel a payment scheduled for a future date, including a recurring payment, by cancelling the pending payment in the Service by the end of the day on the date the payment is scheduled to be initiated. In order to change the date or amount of a Recurring Payment, you must first cancel the payment and then schedule a new payment to reflect the change.
- g. Failed Payments. If we are not able to make a payment as you directed, the transaction that you entered will be shown on the Failed Payment screen as a Failed Payment. For example, if there are not sufficient funds in your Account on the Process Date or if other payments we have been asked to make on your behalf (such as checks you write or debit card transactions you make) would reduce the Available Balance below the amount required to make the payment, we will not make the payment. When a payment fails because of insufficient funds, you will need to reschedule the payment or make other payment

