# Health Savings Account (HSA) Enrollment Form





### A. Individual HSA Owner Information

Signature of Account Owner X					Date
The Account Owner named above hereby certifies that the information set forth on this Enrollment Form is correct, and that the Account Owner is applying to open a custodial health savings account ("HSA") at UMB Bank, n.a. ("UMB" or "us"). UMB is the custodian of your HSA, which consists of all the funds in your HSA Deposit Account with UMB, any investments you make with or through us with your HSA funds, and all earnings on those funds. The HSA is opened in the State of Missouri and will be governed by the laws of Missouri, except to the extent that Federal law supersedes Missouri law. Account Owner acknowledges receipt of the UMB Bank, n.a. Health Savings Account Custodial Agreement, the Additional Information on the reverse side or next page, and the UMB Bank, n.a. Health Savings Account Deposit Account Terms and Conditions, Regulatory Disclosure and Fee Schedule (together, the "HSA Documents"). Account Owner and all other authorized users of the HSA agree to be bound by all of the terms and conditions contained in the HSA Documents, as they may be amended by UMB from time to time. Account Owner also acknowledges receipt of UMB's Healthcare Services Privacy Notice. Account Owner acknowledges that he or she has not relied on UMB for personal tax or insurance advice related to the HSA, but will rely on the advice of his or her own tax and insurance advisors relative to those matters. Account Owner will be sent a MasterCard" HSA Debit Card (the "Card") that will access the HSA after this application has been approved. The Card will be governed by the Cardholder Agreement that will be sent with the Card. If Additional Authorized Cardholders are designated, Account Owner authorizes UMB to issue additional Cards to each such person, and agrees that each such person is also authorized to write checks against the HSA Deposit Account (check writing privileges are part of your HSA Program). UMB may provide information to any such Additional Authorized Cardholder regarding the HSA. Account Owner directs that all funds r					
E. Account Owner's Adoption and Enrollment Agreem					
All contributions to your HSA are initially made into an interest-bearing HSA Deposit Account at UMB Bank, n.a. If collected funds in the HSA Deposit Account exceed an amount (a "Peg Balance") that we establish from time to time, other investment options may be available. See the reverse side or next page of this Enrollment Form for more information.					
Federal law allows you to designate one or more persons as beneficiaries if you die before all the funds in your HSA have been distributed. Unless you have completed and signed a separate Beneficiary Designation form on a document acceptable to us and filed it with us by mailing the form to UMB Bank, n.a., P.O. Box 540606, Waltham, MA 02454, prior to your death, your sole beneficiary is deemed to be your estate. A Beneficiary Designation form is available on mywealthcareonline.com or by calling us toll-free at 1.844.383.9826.  D. HSA Deposit Account; Investment Options					
C. Beneficiary Designation (See Additional Information o					
Type of Coverage 🔲 Individual 🔲 Family		Yes	No Are	you claimed as a de	pendent on another person's tax return?
HDHP Effective Date Yearly Deductible		Yes	□ No Are you covered by Medicare?		icare?
Carrier Name		Yes	No Are	you covered by any	other health plan?
Yes No Are you covered by a HSA qualified high deductible health plan (HI If you answer no, you are not eligible to establish an HSA.	DHP)?			e questions below, y ecific Information.	ou are not eligible to establish an HSA.
Street Address (No Post Office Box)			State	ZIP	Fax
Employer Name*		Employer ID*			Phone
B. Employer & Health Plan/TPA Information					
PO Box, Apartment or Lot #	City*		State*	ZIP*	Email*
Street Address (No Post Office Box)*					Phone
First Name* MI Last Nam	ne*				Social Security*
Title Mr. Mrs. Dr.					Date of Birth*
account application. <i>Please retain a copy of this Enrollment Form for your records</i> . (Asterisks '*' below indicate required fields)  Return this application to <b>your employer</b> .					
Note: We comply with Section 326 of the USA PATRIOT Act, which requires us to collect and verify certain information about you when processing your					
A. marvidual risk owner information					





#### Additional Information about Your Health Savings Account Election

UMB is providing this additional information for the purpose of helping you make an informed choice about opening an HSA. Some of this information will help you understand and complete the Enrollment Form that is on the first page. Other information helps explain the basic purpose of some of the other documents that are part of this enrollment package.

- If you have questions about whether opening an HSA is right for you, consult with your personal tax advisor. You have the ultimate responsibility to make sure opening an HSA is right for you.
- We want to welcome you as a customer! UMB Bank, n.a., member FDIC, is pleased to offer you these banking products so that you can easily and conveniently use your HSA.
- If you have questions in the future related to services associated with your HSA, please write UMB Bank, n.a., P.O. Box 540606, Waltham, MA 02454, or call 1844 383 9826
- 4. If you have larger balances in your HSA Deposit Account than you need to have available to cover your qualified medical expenses, you may want to consider other investment options. See the "HSA Investment Options" below.

A copy of UMB's Healthcare Services Privacy Notice is attached as part of this enrollment package.

High Deductible Health Plans are offered solely by Health Insurance Providers or Brokers and not by UMB. High Deductible Health Plans are not FDIC insured.

#### **Account Ownership**

An HSA is a single ownership account in the name of the Account Owner as shown in Section A of the Enrollment Form. Only the Account Owner has the right to designate or change a beneficiary. 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.

### **Additional Authorized Cardholders**

The Account Owner may authorize another person, such as a spouse, to withdraw funds from the HSA Deposit Account by any means available to the Account Owner. For example, if an Additional Authorized Cardholder is named that person has the authority to receive information about the account. We may provide information about the HSA to any Additional

Authorized Cardholder. Additional Card(s) will be mailed to the address of the Account Owner. The authority of the Additional Authorized Cardholder to use write checks (if applicable to your HSA) or use a Card may only be revoked by notifying UMB Bank in writing.

To identify Additional Authorized Cardholders, log on to your account at mywealthcareonline.com after you have completed enrollment.

#### **Beneficiary Designation Information**

Federal law allows you to designate one or more persons as beneficiaries if you die before all the funds in your HSA have been distributed. Unless you have completed and signed a separate Beneficiary Designation form on a document acceptable to us and filed it with us as set forth in Part C of this Enrollment Form, prior to your death, your sole beneficiary is deemed to be your estate. A Beneficiary Designation form is available on mywealthcareonline.com or by calling us toll-free at 1.844.383.9826. If you have designated one or more beneficiaries on the Beneficiary Designation form, any funds remaining in the HSA at your death will be paid as set forth in that form. You may change your beneficiaries by filing a new beneficiary designation in a written form acceptable to us prior to your death, and mailing the form to UMB Bank, n.a., P.O. Box 540606, Waltham, MA 02454. In certain states, if you are married, your spouse's consent may be necessary if you wish to name a person other than, or in addition to, your spouse as beneficiary. You should consult with your attorney before making such a beneficiary designation. By making a beneficiary designation, you represent and warrant to us that the beneficiary designation satisfies all legal requirements under applicable law and, on behalf of yourself, the beneficiaries, your heirs and your estate, you will indemnify and hold the Custodian harmless from and against any and all claims, damages, liabilities and costs (including attorney's fees) arising as a result of the Custodian's payment of the funds in your HSA in accordance with the beneficiary designation in effect on the date of your death.

### **HSA Deposit Account**

All contributions to your HSA will initially be made into an HSA Deposit Account at UMB. Funds in the HSA Deposit Account are FDIC-insured to the extent provided by law. The HSA Deposit Account Terms and Conditions which are part of this Enrollment Package will explain how you can access the funds in your HSA Deposit Account, such as by MasterCard® debit card, etc. These materials also disclose the fees and charges that apply to your HSA Deposit Account. We reserve the right to change those fees upon notice to you.

### **HSA Investment Options**

Your HSA can be much more than an account for medical expenses. It can also be a valuable tool to save for other expenses you may have in retirement. If you have more money in your HSA than you need to pay your current qualified medical expenses, you may have investment options that may allow you to earn higher yields on your HSA funds. Visit mywealthcareonline.com for more information on these investment options.

### You should be aware that any investments of your HSA funds:

- Are not deposits or obligations of, and are not guaranteed by UMB Bank, n.a. or any other financial institution;
- · Are not insured by the FDIC or any other government agency; and
- Involve investment risks, including the possible loss of principal.

UMB is a registered service mark of UMB Financial Corporation.

Bank deposit products provided by UMB Bank n.a., Member FDIC.

#### 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 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 Mediare; 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 arresment: make the following agreement:

- 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

- Rollover contributions for an Archer Medical Savings Account (Archer MSA) (unless prohibited under this agreement) are not subject to the maximum annual 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.

- 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.

- Contributions to Archer MSAs of 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.

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

- 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 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, 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 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 not or make inquirry 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 designation is permitted by

- 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

#### **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
- 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

- Nour 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.

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

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", "pur" 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 paposit 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. 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.

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 possible to the positive to make the property deposits for purposes of determining whether you have exceeded the allowed the plumphed deposit limits each year. 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 items 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, then ame 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.

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.

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
ı	\$0.00 - 999.99	0.05%	0.05%
II	\$1,000.00 - 4,999.99	0.10%	0.10%
Ш	\$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		

<sup>\*</sup> 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:

\$0 (fee paid by your Employer),\$1.75, \$1.85, \$2.00, \$2.25, \$2.50, or \$2.75

#### **FUNDS 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. 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**

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

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 mywealthcareonline.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 representment 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 WIMB 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.

Page 4

- 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 UserID 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

Page 5

Enrollee Initials

- arrangements. You will receive a notice of the failed payment which will be delivered to you in the manner you have indicated to us that you wish to receive communications. If you have not provided a communication preference to us, communications will be provided by mail.
- Uncompleted Payments. If we remit your payment to a Payee by mailing your Payee a check drawn on an account we maintain for that purpose and the check has not been presented to us for payment within 90 days after the Process Date, we will place a stop payment order on the check and deposit the amount of the payment into your account.
- i Stopping Payments on Preauthorized Bill Payments. The best way to stop payment on a bill payment that you have authorized to be deducted from your Deposit Account on a periodic basis is to use the Service to cancel the payment. You may do this by the end of the day on the date the payment is scheduled to be initiated. You may also affect the stop payment by telephone or in writing, but there is a cost to do so, and you must act much earlier in order for that request to be honored. See the paragraph of the "Electronic Funds Transfers" section titled "Stopping Payment on Preauthorized Debits."
- Our Liability for Failure to Complete Transactions. We will process and complete all electronic funds transfers properly initiated through the Service in accordance with these Online Banking and Mobile App Terms. If we do not complete a payment or transfer to or from your Deposit Account on time or in the correct amount under these Online Banking and Mobile App Terms, our liability is limited to your direct damages proved. However, we will not be liable if:
  - Through no fault of ours, you do not have enough money in your Deposit Account to make the payment or transfer. а
  - The payment or transfer would exceed the balance in your Deposit Account. b.
  - The Service or your PC, modem or other electronic device is not working properly. c.
  - d. A Payee mishandles or delays handling payments sent by us.
  - You have not provided us with the correct Payee Information, such as the Payee's name, address, Payee Account or payment amount. e.
  - Circumstances beyond our control (such as fire, flood, or delay in the U.S. mail) prevent the proper completion of the transaction despite reasonable f. precautions by us to avoid these circumstances.
  - You do not have the right under these Online Banking and Mobile App Terms to withdraw the funds. g.
  - As otherwise set forth in these Online Banking and Mobile App Terms, or the Terms of Use associated with the Mobile App. h.
- Fees. We do not charge monthly fees or per payment fees for the Service. However, you may incur other fees on your Deposit Account as described in the Schedule of Fees, above. Your mobile carrier may charge other fees when you access the Service through the Mobile App; check with your mobile carrier for details.
- Statements. All of your payments and funds transfers made through the Service will appear on your account statement(s).
- Equipment. We are not responsible for any loss, damage or injury resulting from (a) an interruption or any other defect in your electrical power, telephone service, or the services provided by your Internet service provider; (b) the disconnecting of your telephone line by your local telephone company or from deficiencies in line quality; (c) any defect or malfunction of your PC, modem or other electronic device you use to access the Service; or (d) the transmission of any virus which may infect your equipment or software. We are not responsible for any services relating to your PC or other electronic access device other than those specified in these Online Banking and Mobile App Terms
- Hours of Operation. Although bill payments can be initiated only on business days, the Service is generally available 24 hours a day, 7 days a week. However, the 11 Service is not available during scheduled maintenance periods and during unscheduled system outages.
- Business Days. Our business days are Monday through Friday, excluding holidays.
- Disclosures to Third Parties. See the paragraph titled "Disclosures to Third Parties" in the section titled "Electronic Fund Transfers" regarding what information regarding your use of the Service we may disclose to third parties.
- 14. Termination. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if your Deposit Account is closed, or access to your Deposit Account is restricted for any reason. Termination will not affect your liability or obligations under these Online Banking and Mobile App Terms or the Mobile App Terms of Use for transactions we have processed on your behalf.
- Liability for Unauthorized Use and Error Resolution. See the paragraphs titled "Liability for Unauthorized Use" and "Our liability" in the section titled "Electronic Fund Transfers" for how to report unauthorized Contributions, HSA Reimbursements and Bill Payments that you believe were made using the Online Banking Service, and your potential liability for unauthorized use of the Online Banking Service.
- 16. Limitation of Liability. Except as otherwise provided in these Online Banking and Mobile App Terms or by law, UMB Bank is not responsible for any loss, injury or damage, whether direct, indirect, special or consequential, caused by the Service or the use thereof or arising in any way out of the installation, use or maintenance of your PC electronic device or its related software
- 17. Entire Agreement. The "Online Banking and Mobile App for your HSA" section of these Regulatory Disclosures, together with the portions of the Electronic Funds Transfer section specifically referenced and the Schedule of Fees is the complete and exclusive agreement between you and us related to our Service and supplements any other agreement or disclosure related to your Deposit Account. In the event of a conflict between these Online Banking and Mobile App Terms and any other agreement or disclosure related to the Service or any statement by our employees or agents, these Online Banking and Mobile App terms will control.
- No Waiver. No delay or omission by us in exercising any rights or remedies hereunder will impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy does not preclude further exercise thereof or the exercise of any other right or remedy. No waiver is valid unless in writing signed by us.

Page 6

Enrollee Initials





## **FACTS** WHAT DOES UMB FINANCIAL CORPORATION AND ITS SUBSIDIARIES ("UMB") DO WITH YOUR PERSONAL INFORMATION? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security number and employment information Account balance and payment history Transaction history and overdraft history When you are no longer a UMB customer, we will continue to share your information as described in this notice. All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons UMB chooses to share and whether you can limit this sharing.

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

Questions? Call toll-free **844.383.9826** – our service center will help you.

Who we are	
Who is providing this notice?	Companies within UMB Financial Corporation that have adopted this
	Privacy Statement are: UMB Healthcare Services.

What we do	
How does UMB protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does UMB collect my personal information?	We collect your personal information, for example, when you:  Give us your contact information or provide employment information  Open an account or tell us where to send money  Use your debit card or make deposits or withdrawals from your account  We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only:</li> <li>Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for nonaffiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</li> </ul>

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  • Our affiliates include companies with a UMB name and financial companies such as Scout Investments, Inc. and Prairie Capital Management, LLC.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  • UMB does not share with nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  • UMB does not share with nonaffiliates so they can market to you.

# **Other Important Information**

You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you. For California residents: We will not share information we collect about you with nonaffiliates, except as permitted by California law, including, for example to process your transactions or to maintain your account. For Vermont residents: We will not share information we collect about you with nonaffiliates, except as permitted by Vermont law, including, for example to process your transactions or to maintain your account.