



# Health Savings Account (HSA) Enrollment Form

**A. Individual HSA Owner Information.** **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 account application. *Please retain a copy of this Enrollment Form for your records.* Return this application and initial contribution check to Freedom HSA, 8009 34<sup>th</sup> Ave South, Suite 360 Minneapolis, MN 55425

TITLE <input type="checkbox"/> MR. <input type="checkbox"/> MRS. <input type="checkbox"/> MS. <input type="checkbox"/> DR.	FIRST NAME	MI	LAST NAME	DATE OF BIRTH	SOCIAL SECURITY NUMBER
ADDRESS LINE 1 - STREET ADDRESS (NO POST OFFICE BOX)					TELEPHONE NUMBER (DAY)
ADDRESS LINE 2 - PO BOX, APARTMENT OR LOT NO.		CITY	STATE	ZIP CODE	TELEPHONE NUMBER (EVENING)

**B. Employer & TPA Information**

EMPLOYER NAME					EMPLOYER ID		TELEPHONE NUMBER
STREET ADDRESS (NO POST OFFICE BOX)			CITY	STATE	ZIP CODE	FAX NUMBER	
TPA NAME						TPA ID	

**C. High Deductible Health Insurance Provider Information.** **Note:** Participants in an HSA generally cannot be covered by another health plan [other than the High Deductible Health Plan ("HDHP")], except with respect to certain types of "permitted" insurance. See discussion in the HSA Questions and Answers ("HSA Q&As").

PROVIDER NAME	POLICY NUMBER	EFFECTIVE COVERAGE DATE BY HDHP
AGENT/BROKER NAME		TELEPHONE

**D. Contribution Information.** In the case of a rollover from an HSA or Archer MSA, I certify that this contribution is a rollover contribution within the meaning of Internal Revenue Code Section 223, that the rollover is being made within 60 days of receipt, and I have not received a rollover in the last 12 months.

INITIAL HSA CONTRIBUTION AMOUNT	<input type="checkbox"/> INDIVIDUAL \$	<input type="checkbox"/> EMPLOYER \$
CONTRIBUTION TAX YEAR <small>Note: if boxes are blank or both are selected the default will be "CURRENT TAX YEAR." The "PREVIOUS TAX YEAR" box may only be checked if the contribution is being made by the due date (without extensions) of your tax return.</small>		
		<input type="checkbox"/> CURRENT TAX YEAR <input type="checkbox"/> PREVIOUS TAX YEAR
Is this a rollover?	<input type="checkbox"/> YES <input type="checkbox"/> NO	ROLLOVER AMOUNT \$

**E. Beneficiary Designation.** (See Additional Information on reverse side or next page of this Enrollment Form.)

The Account Owner has the right to designate one or more persons who are entitled to receive funds in this HSA on the Owner's death. Unless the Owner signs a separate Beneficiary Designation form available on our Web site or by calling us toll-free at 1.866.520.4HSA (4472) and files the form with us prior to his or her death, the sole beneficiary for this HSA shall be deemed to be the Account Owner's estate.

**F. HSA Deposit Account; Investment Options.** All contributions to your Health Savings Account 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.

**G. Account Owner's Adoption and Enrollment Agreement.** 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 Bank, n.a., as well as to any other investments you make through us with your HSA 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 HSA Custodial Agreement, the Additional Information on the reverse side or next page, and the HSA Deposit Account Terms and Conditions (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 Privacy Statement for Individuals and the HSA Q&As, which provide information about qualifications for opening an HSA under Federal law. 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 Visa® 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 Signers are designated below, 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, if check writing privileges are provided, and to receive information regarding the account. UMB may provide information to any such Additional Authorized Signer regarding the HSA. Account Owner and each Additional Authorized Signer acknowledge that UMB may obtain a personal credit report on each such person as a condition of opening the account or issuing a Card. Account Owner directs that all funds remaining in the HSA at his or her death will be paid to Account Owner's estate, unless a separate Beneficiary Designation form is signed by Account Owner and filed with UMB prior to Account Owner's death. Account Owner agrees to pay all fees applicable to the HSA, as set forth in the HSA Documents, and authorizes UMB to deduct such fees from the HSA. Account Owner understands and agrees that UMB may provide Account Holder's Health Savings Account Number to the Employer or TPA named above for the purpose of facilitating the payment of contributions on Account Holder's behalf to the HSA.

Account Owner's W-9 Certification: Under penalties of perjury, I certify (1) that the Taxpayer Identification Number shown above is my correct Taxpayer Identification Number (interest paid, if any, will be reported under this number) and (2) that I am exempt from backup withholding, or I am not subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding, and (3) that I am a U.S. person (including a U.S. resident alien). Certification Instructions: Cross out item (2) above if you have been notified that you are subject to backup withholding because of under reporting interest or dividend on your tax return.

**Note:** The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

<b>Signature of Account Owner</b> <span style="color: red; font-weight: bold;">x</span>		Date:	
Signature of Additional Authorized Signers: (See Additional Information on reverse side or next page of this Enrollment Form)			
NAME(S) OF ADDITIONAL AUTHORIZED SIGNER(S)	SIGNATURE (PLEASE USE BLACK INK)	ADDITIONAL VISA HSA DEBIT CARD	DATE
	X	<input type="checkbox"/>	
	X	<input type="checkbox"/>	

## ADDITIONAL INFORMATION ABOUT YOUR HEALTH SAVINGS ACCOUNT ELECTION

UMB Bank, n.a. is providing this Additional Information for the purpose of helping you make an informed choice about opening a Health Savings Account (HSA).

Some of this information will help you understand and complete the Enrollment Form that is on the front page. Other information helps explain the basic purpose of some of the other documents that are part of this enrollment package.

### 1. **Make sure a Health Savings Account is right for you!**

The UMB Bank, n.a. HSA Q&As provide you with basic information about who is qualified to open a Health Savings Account, what a "High Deductible Health Plan" is, what types of other insurance you can have and still qualify to open an HSA, the federal tax treatment of contributions to HSAs, the current limits on contributions, what types of expenses can be paid using funds in your HSA to receive favorable tax treatment, and other helpful information.

### 2. **If you have a question about whether opening an HSA is right for you, consult your personal tax advisor.**

While we have tried to provide information that is helpful to you about your choice of an HSA, you have the ultimate responsibility to make sure opening an HSA is right for you. If you have questions, consult your personal tax advisor.

### 3. **We want to welcome you as a customer!**

UMB Bank, n.a., member FDIC, is pleased to offer you the banking products, including deposit accounts and debit cards, so that you can easily and conveniently use your HSA. If you have questions in the future related to banking services associated with your HSA, please write UMB Bank, n.a., P.O. Box 419226, Kansas City, MO 64141 or call toll-free 1.866.520.4HSA (4472).

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 box below on HSA Investment Options.

A copy of UMB Bank's Privacy Policy for Individuals 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 Bank. High Deductible Health Plans are **not** FDIC insured..

## Account Ownership and Additional Authorized Signers

A Health Savings Account 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.

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 Signer is named on the Enrollment Form or other signature card and that person signs in the space provided, that person has the authority to write checks on the HSA Deposit Account, if check access is provided, and to receive information about the account. We may provide information about the HSA to any Additional Authorized Signer. Additional Card(s) will be mailed to the address of the Account Owner.

The authority of the Additional Authorized Signer to write checks or to use a Card may only be revoked by notifying UMB Bank in writing.

## 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 prior to your death, your sole beneficiary is deemed to be your estate. A Beneficiary Designation form is available on our Web site at <http://hsa.umb.com> or by calling us toll-free at 1.866.520.4HSA (4472). 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 Beneficiary(ies) by filing a new Beneficiary Designation in a written form acceptable to us prior to your death. 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 a HSA Deposit Account at UMB Bank, n.a. Funds in the HSA Deposit Account are FDIC-insured to the extent provided by law. The Health Savings Account 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 Visa® Debit Card, by check, 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

If you have more money in your HSA Deposit Account than you need to be available to pay for your qualified medical expenses, you have a number of options that may allow you to earn higher yields on your HSA funds.

**Sweep Option.** When you select this option, funds in excess of \$1,000 (the "Peg Balance") in your HSA Deposit Account are automatically swept on a daily basis into a money market mutual fund account. The money market mutual fund or funds into which your money can be swept, and your costs associated with the sweep, are set forth in an HSA Money Market Fund Sweep Disclosure and Authorization that is available at <http://hsa.umb.com> or by calling us toll-free at 1.866.520.4HSA (4472). If debits posted to your HSA Deposit Account (such as from checks you write or debit card transactions you initiate to pay for qualified medical expenses) cause the HSA Deposit Account balance to dip below the Peg Balance, your money market mutual fund investment will be automatically liquidated and the funds transferred to your HSA Deposit Account to maintain the Peg Balance, to the extent that funds are available in the money market mutual fund. You cannot withdraw funds directly from your money market mutual fund sweep. Those funds are credited back to the HSA Deposit Account before being disbursed.

**UMB Financial Services Investment Account.** Another investment option is to instruct UMB as Custodian to open an account for you through UMB Financial Services, Inc. ("UMBFS"). This would give you broader investment options than the money market sweep discussed above, and is designed to provide you with other long-term investment options for your HSA funds. A UMBFS Investment Account is a self-directed investment account. That means that you select the investments from among those offered. Once your UMBFS Investment Account is opened, you may place an order to buy online or by phone. If you want funds from your UMBFS Investment Account to be available to pay for your qualified medical expenses, you must place a sell order with UMBFS. The investment options with UMBFS and the costs and fees are available online at <http://hsa.umb.com> or by calling UMB toll-free at 1.866.520.4HSA (4472). You cannot withdraw funds directly from your UMBFS Investment Account; those funds must be credited back to your HSA Deposit Account before being disbursed.

**Whether you choose the Sweep Option or the UMBFS Investment Account option, you should be aware that those investments:**

- 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 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 an Enrollment Form provided by us and satisfies the other requirements we establish in order to open a Health Savings Account ("HSA") with us. You are establishing this Health Savings Account 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 account is used solely to make rollover contributions, you are eligible to contribute to this HSA; specifically, that: (1) you are covered under a High Deductible Health Plan (HDHP); (2) you are not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) you are not enrolled in Medicare; and (4) you cannot be claimed as a dependent on another person's tax return. You have made (or may make) an initial cash contribution to the custodial account as indicated in the Enrollment Form or other relevant document, and you acknowledge that you have received the HSA Q&As from Custodian. The initial deposit, any additional contributions, and any earnings thereon shall be subject to the terms of this agreement. Customer and Custodian make the following agreement:

### ARTICLE I

- Your HSA 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 Custodian using those funds, and all earnings on those funds. Contributions must be made in cash and must be delivered to us in a manner acceptable to us.
- We may refuse to accept contributions to the Custodial Account that exceed the maximum annual contribution amount for family coverage plus the catch-up contribution as established by the IRS.
- Contributions for any tax year may be made at any time before the deadline for filing your federal income tax return for that year (without extensions).
- Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this agreement) are not subject to the maximum annual contribution limit set forth in Article II.
- Qualified HSA distributions from a health flexible spending arrangement or health reimbursement arrangement must be completed in a trustee-to-trustee transfer and are not subject to the maximum annual contribution limit stated in Article II.
- Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit stated in Article II.

### ARTICLE II

- The maximum annual contribution limit for a Customer is an amount established by the IRS for each year (depending on whether you have single coverage or family coverage). These limits are subject to cost-of-living adjustments each year. See the HSA Q&As for information about the current limits.
- Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
- Certain additional catch-up contributions may be made for a Customer who is at least age 55 or older and not enrolled in Medicare. See the HSA Q&As for further information.
- 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 at the time of the contribution that the contribution is for the preceding taxable year.

### ARTICLE III

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

### ARTICLE IV

- Your interest in the balance in this custodial account is nonforfeitable.

### ARTICLE V

- All contributions to your Health Savings 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 HSA Custodial Account as disclosed by us from time to time.
- When these other investments are liquidated, the funds must be credited back to your HSA Deposit Account at UMB Bank, n.a.
- No part of the custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in Section 408(m) of the Code.
- The assets of this account 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 account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in Section 4975 of the Code).

### ARTICLE VI

- Distributions of funds from this HSA may be made upon your direction, subject to the limitations described in any product-related materials that may be provided to you as part of the enrollment package or as otherwise permitted by us. A transfer of funds from your HSA Deposit Account to another investment made available through Custodian is not considered a "distribution," and remains subject to this Custodial Agreement.
- Distributions from this HSA that are used exclusively to pay or reimburse your qualified medical expenses or those of your spouse or dependents are not subject to Federal income tax. However, distributions that are not used for qualified medical expenses are included in your gross income and are subject to an additional 10 percent tax on that amount. The additional 10 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 account 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 account is distributed, the entire 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 account as of your date of death is taxable on your final return. For other beneficiaries, the fair market value of the 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 custodial account 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. Any Designation of Beneficiary form that you file with us will apply to all funds in your HSA Custodial Account. This includes funds in your HSA Deposit Account with UMB Bank, n.a., as well as any other investments you make through us with your HSA funds. You may revoke any such beneficiary designation at any time, and a designation will be automatically revoked upon receipt by us of a subsequent beneficiary designation in valid form bearing a later execution date.
- In the absence of a valid beneficiary designation on file with us at the time of your death, or if all of the designated beneficiaries shall have predeceased you, we will, upon notice of your death, distribute the custodial account to your estate.
- We have no duty, obligation or responsibility to make any inquiry or conduct any investigation concerning the identification, address, or legal status of any individual or individuals alleging the status of beneficiary nor to make inquiry or investigation concerning the possible existence of any beneficiary, claim, or election not reported to us prior to the distribution of the 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 account.
- We may presume that a beneficiary is legally competent until we receive written notice to the contrary. Whenever any distribution hereunder is payable to a person known by us to be a minor or otherwise under a legal disability, we in our sole discretion may make all or any part of such distribution to: (1) a legal guardian or conservator for such person; (2) a custodian under the Uniform Transfers to Minors Act, including any person or entity designated as such by us if such designation is permitted by applicable law; (3) a parent of such person; or (4) such person directly.

### ARTICLE VIII

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

### ARTICLE IX

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

### ARTICLE X

- We may resign at any time for any reason upon 10 days' written notice to you. Upon such resignation, you may appoint another qualified HSA custodian to whom the custodial funds shall be delivered. If you have not instructed us to deliver the custodial assets to a successor custodian within 10 days of our notice of resignation, we will pay the custodial funds to you.
- If any provision contained in this agreement is or at any time should become inconsistent with any present or future law, rule or regulation governing HSAs, that provision shall be deemed to be superseded or modified to conform to such law, rule or regulation, but in all other respects this agreement shall continue in full force and effect.

Likewise, if any provision of this agreement should be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision, and the remainder of this agreement shall be carried out as if such invalid or unenforceable provision were not contained herein.

#### ARTICLE XI

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

#### ARTICLE XII

• Your HSA Deposit Account at UMB Bank, n.a. is FDIC-insured to the extent provided by law and is governed by the terms of the Health Savings Account Deposit Account Terms and Conditions, which is part of the Enrollment Package you receive when you open your account. The Deposit Account Terms and Conditions are incorporated herein by reference.

• If collected funds in your HSA Deposit Account exceed an amount (a "Peg Balance") that we establish from time to time, other investment options for your HSA Custodial Account are available. The specific investment options, the applicable Peg Balance for each such investment, a general description of investment options, and how you may select those investments, and other important disclosures, are available by calling toll-free 1.866.520.4HSA (4472).

• You should be aware that these other investments (other than your HSA Deposit Account):

- 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.

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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 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 set forth on the HSA Enrollment Form and Agreements or our other enrollment documents (the "Enrollment Form") you completed, and any other person named as an Additional Authorized Signer on the Enrollment Form or on a subsequent authorization. By completing and submitting the Enrollment Form, you agree to all of the terms and agreements set forth below concerning your HSA Deposit Account.

#### Account Owner and Additional Authorized Signers.

An HSA Deposit Account is a single ownership account in the name of the Account Owner as shown on the Enrollment Form. 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.

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. If an Additional Authorized Signer is named on the Enrollment Form, and that person signs in the place provided on the Enrollment Form, that person has the authority to write checks on the Deposit Account, if check access is provided. If the Enrollment Form so indicates, the Bank will issue an additional debit card that can be used to access the Deposit Account. The Account Owner is responsible for all transactions on the Deposit Account conducted by an Additional Authorized Signer or debit card holder. The Account Owner may revoke the right of any Additional Authorized Signer to write checks on the Deposit Account or to access the Deposit Account by using a 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. We may provide information about your Deposit Account to any Additional Authorized Signer or card holder.

We may decide, on the death of the Account Owner, to close the Account. Upon the death of the Account Owner, we retain 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. See the HSA Q&As, or consult your personal tax advisor.

#### Deposit Account

The Deposit Account is an interest bearing account composed of two distinct sub-accounts. Please refer to the section below titled "Subaccounts" for a more complete discussion. 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 Health Savings Accounts at UMB Bank, n.a.

#### 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.

If you have arranged to have direct deposits made to your Deposit Account at least once every 60 days from the same person or company, you can call us at the phone number shown at the end of the Regulatory Disclosures below under "UMB Contact Information" to find out whether or not the deposit has been made.

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 and HSA Q&As 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).

#### Checks (If Check Access is Provided)

We are not required to honor any restrictive legend on checks that you write. We have no liability by reason of our payment of a check prior to the date reflected on the check unless you have given us reasonable advance notice and have followed the procedures for (and pay the fees associated with) a stop payment order as provided for below under "Stopping Payment."

Personalized checks may be ordered from us if you have the check-writing option. We may deduct the cost of your personalized checks from your Deposit Account. You must verify the accuracy of all information on your printed checks. Our liability, if any, for any printing errors on checks obtained through us is limited to the cost of replacement. We are not liable for losses you may incur due to printing errors on checks not obtained through us or approved by us in advance. To ensure that we are able to provide quality check processing services to you, we may require you to use a check printer that meets technical standards for checks that are acceptable to us.

Consistent with the practice of other banks, our procedures may not provide for the sight examination of checks with a face amount below an amount determined by us from time to time. When acting in accordance with those procedures, we will not be deemed to have failed to exercise ordinary care even though we do not make a sight examination of a check. We will not be deemed to have failed to exercise ordinary care if an item is forged or altered so cleverly that a reasonable person would not detect the forgery or alteration. We are not required to pay any check presented more than six months after its date. However, we may pay those items if we do so in good faith. You agree that we are acting in good faith in paying such an item unless there is in effect on our system a Stop Payment Order for that item. We are not responsible for any loss to you caused by an event that is beyond our control.

**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 your 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 monthly 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 were 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**

You will receive a monthly account statement for your Deposit Account. Your statement will show the amounts you have deposited, information about the checks written on the Deposit Account that have been paid, debit card transactions paid, other debits to the Deposit Account, service charges deducted from the Deposit Account, and interest earned.

If you have consented 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 Web site address we provide and review your statement when you receive the notice. You must review your electronic statement information at least once every 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 and report any errors or irregularities to us within thirty (30) days of your receipt of the statement. 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 HSA Deposit Account 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. 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 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 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. 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 on the Deposit Account immediately. All checks written on the Deposit Account that are received for payment by us after the 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**

In the event 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.

#### **Subaccounts**

In order to allow the Bank to manage reserve requirements imposed by Federal Reserve Board Regulation D and to control costs, your Health Savings Deposit Account with the Bank consists of two subaccounts, a transaction subaccount and a non-interest bearing savings subaccount. Although we maintain these subaccounts as two separate (but related) accounts on our books and records, the subaccounts are combined on your statement and when you access your account electronically. Your statement will reflect a single balance and will not show internal transfers (discussed in the next paragraph) between the transaction subaccount and the non-interest bearing savings subaccount. Our maintaining separate transaction and savings subaccounts for your HSA Deposit Account does not affect the amount of your FDIC insurance, the interest you earn, or any other feature of your account as described in these Terms and the Regulatory Disclosures below.

The Bank reserves the right to periodically reallocate balances between the transaction subaccount and the non-interest bearing savings subaccount. Should your transaction subaccount balance exceed a threshold amount, all funds in the transaction subaccount in excess of that amount may be transferred into the savings subaccount. As funds in the savings subaccount are needed to pay checks or other items presented against your transaction subaccount, they will be transferred back into the transaction subaccount. Transfers into the transaction subaccount will be made up to five times per statement cycle. If a sixth transfer is needed in any statement cycle, the entire balance of the savings subaccount will be transferred into the transaction subaccount. The threshold amount is set by the Bank and may be changed at any time at the Bank's discretion.

Although the Bank has no current intention of exercising this right, federal regulations require the Bank to reserve the right to require at least seven days written notice of withdrawal prior to transfer of any funds from the savings subaccount. You may only access the savings subaccount through transactions on the transaction subaccount. This treatment of subaccounts applies only to your HSA Deposit Account and does not apply to other investments you may make through your HSA Deposit Account.

**REGULATORY DISCLOSURES  
TRUTH IN SAVINGS**

**Interest**

The interest rate and Annual Percentage Yield (“APY”) applicable to the entire balance in your HSA Deposit Account on any given day will depend on which of the specific balance ranges your daily 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	.50%	.50%
II	\$1,000.00 – 4,999.99	.75%	.75%
III	\$5,000.00 – 14,999.99	1.00%	1.00%
IV	\$15,000.00 and over	2.00%	2.02%

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).

**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.

Initial Setup Fee	\$10.00	Wire Transfer (Incoming)	\$10.00
Monthly Service Charge	\$2.50	ATM Withdrawal Fee (when ATM access is allowed)	\$2.50
Debit Card Transactions	\$0.00	Fee Per Check Cleared	\$1.00
Overdraft or items returned for insufficient funds*	\$25.00 (per item)	Account Closing Fee	\$15.00
Stop Payment Request	\$20.00 (per item)	Inactive Account Fee **	\$1.00
Returned Deposited Item	\$3.00 (per item)	Check Reimbursement	\$15.00 (per check)
Check Copies	\$10.00 (per copy)		

\* Overdraft/insufficient funds fee applies to overdrafts created by check (if check access is provided), draft, in-person withdrawals, ATM or debit card withdrawals (when permitted) or by other electronic means.

\*\*Fee is assessed for each month following a period of 24 continuous months in which there were no deposits or withdrawals from the Deposit Account, but only to the extent permitted under applicable law.

**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 HSA Deposit Account (such as a transfer made using our Web site tools) will generally be available within three (3) 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 fifth business day after the day of your deposit. However, the first \$100 of your deposits will be available on the first business day.

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

- We believe a check you deposit will not be paid. (The first \$100 may not be made available on the first business day.)
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid. (The first \$100 may not be made available on the first business day.)
- You have overdrawn your Deposit Account repeatedly in the last six months. (The first \$100 of your deposit may not be made available on the first business day.)
- There is an emergency, such as failure of communications or computer equipment. (The first \$100 of your deposit may 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 eleventh business day after the day of your deposit.

**Special Rule for Excess Contributions.**

We may refuse to accept contributions to the 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 account. We will promptly return such excess contributions.

## ELECTRONIC FUND TRANSFERS

A. The Cardholder Agreement that you receive with your HSA 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 HSA 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 HSA Deposit Account: (a) direct deposits; (b) preauthorized debit transfers; (c) electronic check conversions, if you can access your HSA Deposit Account via check; (d) certain online transfers or bill payments through the use of our HSA Web site tools or other electronic banking services we may provide from time to time; and (e) transactions that you initiate using 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 and HSA Q&As 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 HSA. Those electronic fund transfers are discussed in the Deposit Account Terms and Conditions, above.

(b) Preauthorized Debit Transfers. You may authorize us or other third parties to take electronic payments of specific amounts from your HSA 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 HSA 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 HSA Deposit Account on a recurring basis, the preauthorized transfer will continue to be made from your HSA 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.

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.)

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 included within the Deposit Account Terms and Conditions 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.

(c) Electronic Check Conversions. If your HSA plan includes access to your HSA Deposit Account by check, you may authorize a merchant or other payee to make a one-time electronic payment from your HSA 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 conversion.

(d) Online Transfers through Our HSA Web Tools.

Our Web site (<https://hsa.umb.com>) includes 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 HSA Deposit Account by using our Web site. 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. See our Web site for further details. As stated above, the total contributions that you can make in any tax year to your HSA Deposit Account are limited by federal law. (2) You can use our HSA Web site tools to obtain reimbursement for qualified medical expenses that you paid using funds that were from a source other than your HSA Deposit Account. Our Web site allows you to request a transfer from your HSA Deposit Account to another deposit account you hold with us or with another financial institution.

We may impose other limitations on the frequency or amount of online transfers you make using our HSA Web tools. Those limits are not disclosed for security purposes. Charges for these electronic banking services are as set forth in the Table of Fees that is part of our Deposit Account Terms and Conditions, above.

(e) Online Banking Transactions Provided by Third Parties. Some third parties may allow you to make transfers from your HSA 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.

2. Liability for Unauthorized Use. In case an electronic fund transfer is made from your HSA 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. If you believe that an unauthorized electronic fund transfer has been made from your Deposit Account, **call or write us at the phone number or address shown at the end of these Regulatory Disclosures under "UMB Contact Information."** 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.

If you report a transaction involving your HSA to us at the telephone number or address shown at the end of these Regulatory Disclosures under "**UMB Contact Information**" 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 HSA 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 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 HSA 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, located at the end of these Regulatory Disclosures.

5. Our liability. If we do not complete a transaction from your HSA 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 HSA 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; or (c) 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.

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 the phone number or address shown at the end of these Regulatory Disclosures under "**UMB Contact Information**". You should report errors no later than sixty (60) days after information is available to you on your periodic statement 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 HSA 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, fees and charges we impose for maintaining your HSA Account and for transactions (including electronic transactions) in your HSA are set forth on your HSA Deposit Account Terms and Conditions (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 or point of sale terminal, except that certain terminals may not provide receipts for small transactions (under \$15). You will also get a monthly statement for your HSA that will include a record of any transactions.

**UMB Contact Information**

If you have questions in the future related to banking services associated with your HSA Deposit Account, please write UMB Bank, n.a., P.O. Box 419226, Kansas City, MO 64141 or call toll-free 1.866.520.4HSA (4472).

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## UMB FINANCIAL CORPORATION PRIVACY STATEMENT FOR INDIVIDUALS (RETAIN FOR YOUR RECORDS)

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UMB Financial Corporation and its family of companies ("UMB") firmly believe that protecting the privacy and security of our customers' information is one of our primary and fundamental responsibilities. We are dedicated to protecting your confidential information as set forth in this Privacy Statement.

We understand that you expect the personal information you have entrusted to us to be handled with great care. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as necessary to provide UMB services or as otherwise permitted or required by law. Please be assured that we will never provide medical information that we may obtain through insurance applications to any affiliate or to any associate without a need to know.

**OUR SECURITY PROCEDURES.** We keep your information secure by:

- Maintaining physical, electronic and procedural safeguards that comply with or exceed federal standards to guard your nonpublic personal information, including the prompt disposal of all unnecessary customer information.
- Limiting access to information about you to those associates who need to know that information to provide you products or services.
- Training our associates about the importance of maintaining the confidentiality of customer information. We take appropriate disciplinary action to enforce our associates' privacy responsibilities.
- Requiring companies that do work for us on your behalf to protect information, and only provide them with information that we believe is necessary to fulfill their responsibilities.

**INFORMATION WE COLLECT.** We collect and use different types of information about you to assist in servicing your accounts and managing our relationship with you. For example, we will use information we gather to identify you during a transaction in order to protect your identity and your account. Information you provide will also help us understand your financial needs as we design or improve our products and services.

The information we gather comes from a variety of sources, including:

- Information you provide to us (such as name, address and telephone number).
- Information about your transactions with UMB (such as account balance and payment history).
- Information we receive from credit reporting agencies and other companies and agencies (such as your credit history).

**SHARING OR USING INFORMATION ABOUT YOU WITH AFFILIATES.** We are permitted by law to share information about our experiences or transactions involving you or your account with our affiliates. We may also share "other" information about you or your account (such as information we receive from you through applications and information from credit bureaus) with our affiliates. You may instruct us not to share "other" information about you or your account. For more information on how to exercise this option, see the section below entitled *Your Opt Out Choices*. The information we share about you within our family of companies assists in serving you more efficiently, offering you products and services that we believe would benefit you, and making it easier to do business with us.

Our affiliates offer important services and products that provide you with the highest quality financial services. However, you may limit our affiliates from marketing their products or services to you based on credit or transaction information about you that they receive from other UMB companies. This information includes your income, your account balance, your payment history and your credit score. Your decision to limit the marketing offers you receive from our affiliates will not expire unless you revoke it. This limitation does not apply in certain circumstances, such as if you currently do business with one of our affiliates. For more information on how to exercise this option, see the section below entitled *Your Opt Out Choices*.

**YOUR OPT OUT CHOICES.** You may direct us not to allow UMB companies to share or use information about you in two ways:

*Option 1:* Directs UMB not to share certain nonpublic personal information among its affiliates, such as information we receive from you through applications and information from credit bureaus. UMB may still share, by law, experience and transaction information with our affiliates.

*Option 2:* Limits UMB affiliates from marketing their products and services to you based on credit or transaction information about you that they receive from other UMB companies. UMB affiliates will still be able to market products to you, but they will not be able to use application and credit information to do so.

**To opt out, call us at 800.441.9535, or if in Kansas City, call 816.860.5780. When you call, please provide your name, address, social security number and birth date. You should also list the accounts and services you have with us so that we can be sure that we have identified all of our relationships with you. Please designate whether you are selecting Option 1, Option 2 or both.**

You cannot opt out on behalf of any other customer, unless you are a joint accountholder with that person. To opt out for another joint accountholder, you must provide the joint accountholder's name, address, social security number and birth date, as well as all of their accounts and services.

**FOR CREDIT AND DEBIT CARD CUSTOMERS.** If a bank or company name other than UMB appears on your credit or debit card, we will not share nonpublic personal information about you or your account with our affiliates.

**THIRD PARTIES.** We are permitted by law to disclose nonpublic personal information about you in certain circumstances to third parties that are not part of the UMB family of companies. For example, we may share information with companies that print checks for us, mail customer statements or letters or provide data processing services. These companies are acting on our behalf when they provide these services and are obligated by contract to maintain the information they receive in a confidential manner. They are not authorized to use the information for any other purpose. We also provide information:

- When you authorize us to release information
- To credit reporting agencies
- To other parties when it is necessary or helpful in completing a transaction you initiate or to service your account, including other financial institutions and networks involved in processing your transactions
- To comply with a law, regulation, court order or subpoena
- To verify the existence of your account and general information about the condition of your account for a merchant or other financial institution
- In response to an inquiry about whether a check you have written on an account will clear
- To local, state and federal authorities if we believe a crime may have been committed involving your account
- To our independent auditors, consultants or attorneys and agencies that regulate us

We may disclose all of the information we collect as described above to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements. Those third parties contractually agree not to use the information for any other purpose.

**EFFECTIVE DATE.** This privacy statement is effective June 1, 2009. We reserve the right to periodically change our statement from time to time, but will not do so without first notifying you of any change.

UMB companies that have adopted this Privacy Statement:

UMB Bank, n.a.  
UMB Bank Arizona, n.a.  
UMB Bank Colorado, n.a.  
UMB National Bank of America  
UMB Financial Services, Inc.  
UMB Scout Insurance Services, Inc.  
UMBDC, Inc.