

UMB HSA Saver[®] Terms and Conditions

These UMB HSA Saver[®] Terms and Conditions govern the current investment choices and investment services that UMB Bank, n.a. (“UMB”) makes available to customers who have opened a health savings custodial account (“HSA”) at UMB.

Background. When you open an HSA at UMB, all contributions to your HSA will initially be made to an HSA Deposit Account at UMB Bank, n.a. (the “HSA Deposit Account”). These Terms and Conditions provide information about an investment option that will allow you to invest a portion of your HSA Deposit Account balance in mutual funds, and the contractual terms and conditions that apply to your use of these investment services. Please review these Terms and Conditions carefully to decide whether this investment option is right for you.

UMB HSA Saver[®] Account. If you elect this investment option, you direct UMB, as your HSA custodian, to transfer money held in your HSA Deposit Account in an amount that you specify to an HSA Saver Account that you open with UMB (the “HSA Saver Account”). The HSA Saver Account is a self-directed investment option. This means that you must select the investments from among those offered, and manage your own investments. The HSA Saver Account is covered by the Custodial Agreement that you have with UMB that governs your HSA. Investments that you make are considered part of your HSA, but are not part of your HSA Deposit Account.

You should be aware that mutual fund investments made available through your HSA Saver Account:

- **are not deposits or obligations of, or 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 the principal invested.**

The value of the investments, their yield, and their return will fluctuate and are not guaranteed. When sold, the value of an investment may be higher or lower than the amount originally invested. An investment’s past performance should not be considered an indication of future results.

Eligibility. To be eligible for the UMB HSA Saver[®] investment option, you must have a certain minimum dollar amount in your HSA Deposit Account or in the HSA Money Market Fund Sweep Account if you participate in the Sweep Option (and if applicable). This minimum dollar amount, or “Peg Balance”, required to open an HSA Saver account is displayed on the HSA Saver website, and may be changed from time to time by UMB.

Electronic Communication. All notices and documents related to your HSA Saver Account will be delivered electronically. You will be provided electronic notice of these documents, and agree to access them promptly. As was set forth in the ESIGN Agreement that you have consented to, UMB’s opening and maintenance of your HSA Saver Account is conditioned on your agreement to receive all notices, documents, and other information related to your HSA Saver Account and investments electronically. This may be done through an online posting on UMB’s website, or by email or other electronic media, to which you hereby consent. Your consent to electronic delivery extends to all information required to be provided by UMB, by the issuers of the securities in which you invest, and by other third parties that provide services related to the account. This means you will receive email or other notice that your account statements, confirmations, UMB’s Privacy Policy or any other information pertinent to your account is available for viewing on UMB’s HSA website after you have signed into that site. For any prospectus, the email will include a link to the site where you can view or download the prospectus.

You agree that when UMB sends these email notices to the email address that it has in its records for your HSA, that constitutes delivery to you of the information or documents referred to in the email, even if you do not actually access the information or documents electronically. This consent will be effective immediately upon the opening of your HSA Saver Account, and will remain in effect unless revoked by UMB or by you. You may revoke this consent to electronic delivery at any time by providing notice to UMB at UMB Healthcare Services, Mailstop 1020213 – RM Team, PO Box 419226, Kansas City, MO 64106-6226.

However, since UMB has priced its services based on the considerable savings of electronic delivery, UMB reserves the right to terminate your HSA Saver Account or, in certain instances, charge you an extra fee if UMB is unable to deliver documents to you electronically and instead provide paper documents to you. If UMB terminates your HSA Saver Account, UMB will liquidate your investments and deposit the proceeds in your HSA Deposit Account

You agree to keep a working email address and other current contact information on file on UMB’s HSA website, and agree to update your account information on UMB’s HSA website immediately if your email address or other contact information changes. If you do not maintain an email address on UMB’s HSA website that is working and accessible to UMB, and UMB believes it is required to provide you paper notice or documents of particular matters or actions, and UMB does so, UMB may charge you an additional fee. The amount of the fee is set forth in the **Fees** section below. You acknowledge that you may incur other costs (such as online service provider charges or printing costs) associated with the electronic delivery of information to you.

How an HSA Saver Account Works. If you have sufficient funds in your HSA to meet the Peg Balance requirements mentioned above and your HSA Saver Account has been opened, you will navigate to the “Marketplace” page on UMB’s HSA website to research investment options for your HSA from among the UMB HSA Saver® List of Mutual Funds (the “List”). You can identify the dollar amount from your HSA that is eligible for investing, and once you have determined which fund(s) you would like to invest in, you simply add the fund to your shopping cart and identify how much you would like to invest in each fund listed. Money for the purchase of shares in one or more available funds will come from your HSA Deposit Account. Once you have an investment balance, you can manage your investments from the “Manage My Investments” page, where you can purchase shares in the available mutual funds, or transfer dollar amounts back to your HSA Deposit Account by liquidating shares from one or more investments. Once a trade to redeem shares in a mutual fund has been executed, funds will be transferred on settlement date back to your HSA Deposit Account, typically within three to five business days. You will continue to have access to the Marketplace to research all available funds included in the List.

UMB HSA Saver® List of Mutual Funds. The List that is available for your HSA Saver Account consists of mutual funds in various asset classes with which UMB has a networking agreement that allows for trading, and that have been selected by UMB Investment Management, a department of UMB Bank, n.a., for inclusion on the List. Although you will not pay a front-end or back-end sales load when purchasing shares of funds on the List, you will pay a monthly service fee as described below under “**Fees**”. To the extent not prohibited by applicable law, including but not limited to the Employee Retirement Income Security Act (“ERISA”) and Section 4975 of the Internal Revenue Code, UMB or one of UMB’s affiliates may receive fees for providing custodial, administrative or other services to one or more funds on the List.

Mutual funds may be added to or eliminated from the List by UMB at any time or from time to time. UMB will notify you of any such changes to the List. If a fund is eliminated from the List, you will be required to liquidate your shares in the fund. You may use the sale proceeds to purchase shares in other funds on the List. If you have not liquidated your shares in a fund within sixty (60) days after notice from UMB that the fund is being eliminated from the List, UMB will sell your shares in the fund and deposit the proceeds to your HSA Deposit Account.

Neither UMB nor any of its affiliates has made any determination as to the suitability of any of the funds on the List for your particular investment objectives or purposes. Neither UMB nor any of its affiliates is providing any investment advice or recommendations as to the available funds or to the suitability of the UMB HSA Saver® program for you. Neither UMB nor any of its affiliates will provide personal investment advice to you, and the mutual funds on the List have not been selected on the basis of your particular investment objectives, financial situation, risk tolerance or the needs of any other person.

Fees. You will be charged a \$3.00 monthly service fee for your participation in the UMB HSA Saver® investment option. However, in some instances, the monthly service fee, or a portion thereof, may be paid by your Employer, Plan Service Provider, or insurance carrier. To the extent that the fee is not paid by another entity, we will deduct the monthly service fee from your Deposit Account. You can access or download copies of your HSA Saver Account documents online at no charge; however, if you want a document mailed to your address on record with us, there will be a \$3.00 per document charge for statements and trade confirmation documents, and a \$10.00 charge for other documentation. These other HSA Saver fees will be charged to your HSA Deposit Account.

Your Duty to Monitor Balances; Timing of Funds Transfers. Generally, UMB will rely on you to place an order to liquidate mutual fund shares in your HSA Saver Account if you want the funds to be available in your HSA Deposit Account. If you do not make a trade or you make it too late to have the proceeds available in your HSA Deposit Account, UMB may decline to honor withdrawals, bill payments, or reimbursement requests you make and may deny debit card transactions in the event those withdrawals would exceed the collected balance in your HSA Deposit Account plus the amount of money available in your HSA Money Market Mutual Fund Sweep Account. UMB may deny payment of those transactions even though you have funds in your HSA Saver Account that could have been available to cover those debits. In the event that there are insufficient funds in your HSA Deposit Account and/or your HSA Money Market Mutual Fund Sweep Account to cover such debits, UMB also reserves the right to order the liquidation of funds in your HSA Saver Account to cover any shortfall. Any such liquidation shall be completed in accordance with the terms of the HSA Custodial Agreement. UMB shall have the discretion to determine which funds are to be sold; provided, however, that any decision shall be based solely on factors unrelated to the performance of the fund. Without limiting the discretion provided above, the decision of which funds are to be liquidated will generally be determined based upon the timing of the purchase, with the last fund shares purchased being the first shares sold or liquidated. No provision contained herein concerning liquidation of mutual fund shares by UMB shall apply to the extent that such action would be in conflict with any provisions of ERISA or the Internal Revenue Code or any related rules, regulations or guidance applicable to Health Savings Accounts.

It typically takes three to five business days from the time a mutual fund purchase or redemption order is placed for the order to be settled. You should keep this in mind when deciding how much money you should leave in your HSA Deposit Account and/or your HSA Money Market Mutual Fund Sweep Account to pay for healthcare expenses, or when you should place your trade order. In

addition, you are required to monitor your HSA Deposit Account to make sure that it contains sufficient money to settle trades.

Indebtedness to UMB. When you purchase shares in any mutual fund, if UMB is unable to settle the transaction by reason of your failure to make payment in good funds, you authorize UMB to take steps to complete the transaction, in which event you agree to reimburse UMB for all costs, expenses, losses or liabilities incurred by UMB. In the event that you become indebted to UMB in the operation of this account, you agree that you will repay the indebtedness upon demand, together with all costs of collection, including but not limited to attorneys' fees ("Indebtedness"). Interest will accrue on any such Indebtedness at prevailing margin rates until paid. You agree that if after demand, you fail to pay the Indebtedness, UMB may close your HSA Saver Account and/or liquidate any assets in the account in an amount sufficient to pay such Indebtedness. All property now or hereafter held in your HSA Saver Account shall be subject to a lien for the discharge of your Indebtedness to UMB, and is held by UMB as security for the payment of any of your liability or Indebtedness to UMB. UMB has the right to sell, assign or transfer shares of funds and any other property so held in your HSA Saver Account whenever in its judgment it considers the a transfer necessary for its protection in enforcing its lien, provided any sale, assignment or transfer shall be completed in the manner set forth in the HSA Custodian Agreement.

Your Duty to Furnish Timely Objections. Reports of the execution of orders and statements regarding the investments in your HSA Saver Account shall be conclusive if you have not objected in writing within ten and thirty days, respectively, after transmittal to you.

All Orders Must Be Placed Through UMB's Website; Alternatives May Not Be Available. All trading orders for your HSA Saver Account must be placed through UMB's website. Please consider carefully if you can afford or want to take on the risks of limiting your method of placing orders to UMB's website. If you cannot access UMB's website or the website is not functioning, you may not be able to place orders through other means. You agree that you assume responsibility for all losses that arise if your orders cannot be placed on or through UMB's website.

Risks of Online Investing. Although UMB has put tremendous resources into building and testing its computer systems, you can expect that computer glitches, slowdowns, and crashes will occur. UMB will also need to restrict access to some parts of its website or its entire website to perform routine maintenance. UMB will try to schedule its maintenance during the middle of the night. While it is UMB's intention that its website will be available seven days a week except when maintenance is scheduled (usually on weekends), you understand that UMB does not guarantee that you will always be able to access UMB's website to place orders or that your orders will always be executed. Computer problems can arise on your end, on UMB's end, or anywhere in between. For example, your computer may break down; the connection between your computer and your Internet service provider may not work properly; your Internet service provider may go down; or UMB's computers and the computers UMB links to may be unavailable due to unforeseen system outages. When trading volumes soar on the stock markets and many investors want to buy or sell at the same time, lines form and orders cannot be filled as quickly. You agree that UMB is not responsible for any losses or liabilities that may occur as a result of high trading volume, market volatility, or computer, telecommunications, or Internet failures, regardless of the cause.

Extraordinary Events. You agree that UMB is not liable for any losses caused directly or indirectly by extraordinary events or conditions beyond its control. Such events include, but are not limited to, government actions, exchange or market rulings, and suspensions of trading.

Standard of Care. UMB is not liable for any losses, costs or expenses incurred by you in connection with your HSA Saver Account unless the losses, costs or expenses are caused by UMB's gross negligence or willful misconduct. With respect to the creation of or changes to the List, UMB is not liable for errors of judgment or for actions taken or omitted which it believes to be the proper performance of its duties. UMB is not liable for any loss occasioned by the acts or omissions of any clearing corporation or service provider with whom UMB may deal, so long as UMB has not been grossly negligent in selecting the clearing corporation or service provider. UMB is not liable for losses resulting from events beyond UMB's control, including but not limited to strikes, lockouts or labor disputes, riots, civil commotion, insurrection, war, terrorism, equipment or transmission failure or damage, nuclear fission or fusion or radioactivity, fire, flood, earthquake, windstorm or other natural disaster, or action or inaction of governmental authority. In no event is UMB liable for attorneys' fees or for consequential, special, indirect or punitive damages, or for actions taken upon instructions it reasonably believes that you transmitted. The terms of this section shall survive the termination of the Agreement governing your HSA Saver Account.

Recording Conversations. You understand and agree that, for the mutual protection of both parties, UMB may record any telephone conversations between you and UMB related to your HSA Saver Account.

Prospectus. UMB will provide you electronic access to the prospectus for every mutual fund in which you invest. You may obtain prospectuses for all of the funds on the List through links that will be sent to you via email by UMB. The links will also be posted on UMB's HSA website. Please read the prospectus for any mutual fund in which you decide to invest.

Amendments; Termination. UMB may terminate the HSA Saver investment option upon sixty (60) days' electronic or written notice to you. UMB may amend these HSA Saver Terms & Conditions at any time or from time to time upon sixty (60) days' electronic or written notice to you.

Miscellaneous. The terms "you" or "your" shall refer to the person who is shown as the account owner of the HSA Deposit Account on UMB's records, together with the account owner's beneficiary(ies) in the event that the account owner has died. If one or more provisions of these Terms and Conditions are for any reason held to be invalid, illegal or unenforceable or in violation of any law, the invalidity, illegality, unenforceability, or violation of law shall not affect any other provisions of these Terms and Conditions, and these Terms and Conditions will be construed as if the provision had never been contained in them, and the remaining provisions will be given full force and effect.

Your Consent.

To continue with your UMB HSA Saver[®] enrollment, you must select the "I CONSENT" button in step four of the enrollment process. When you click on "I CONSENT", you acknowledge that you have read the UMB HSA Saver[®] Terms and Conditions and you agree to them. You can print a copy of this document using your computer's software.