

KeyBank Health Savings Account (HSA) Application and Adoption Agreement

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING NEW ACCOUNTS AT KEY

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. Therefore, all new and existing customers are subject to the identity verification requirements.

When a customer opens an account with any entity within the KeyCorp family of companies, we will ask for the customer's name, address and identification number, and, in the case of an individual, his or her date of birth. For business accounts we may also obtain this information for individuals associated with the business.

We may also request to see a valid driver's license or other approved identifying documents. In all cases, Key is committed to protecting the privacy and identity of each of its customers.

Bank Number: _____
(to be completed by bank employee)

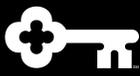
| | | | | | | |
|--|------------|-----------------------------|--|-------------------------------|------------|--------------|
| Owner of Account | | | TIN/SSN | | DOB | |
| [] | | | [] | | [] | |
| KeyBank National Association, HSA Custodian | | | | | | |
| Statement Mailing Address | | | Legal Mailing Address (if different from statement) (No post office boxes) | | | |
| Street [] | | | Street [] | | | |
| City [] | | St [] | Zip [] | | City [] | |
| City [] | | St [] | Zip [] | | City [] | |
| Citizenship Status: <input type="checkbox"/> U. S. citizen <input type="checkbox"/> U. S. resident alien <input type="checkbox"/> Nonresident alien (W8-BEN Form required) | | | | | | |
| Home Phone | Cell Phone | Employment Phone | Place of Employment | | | |
| [] | [] | [] | [] | | | |
| Mother's Maiden Name | | Primary Identification Type | | Secondary Identification Type | | |
| [] | | [] | | [] | | |
| ID / ID # / Exp. Date / Comments | | | | | | |
| [] | | | | | | |
| New Account Verification | | | | | | |
| Account Decision-Source | | Verified By | | Override By | | |
| [] | | [] | | [] | | |
| Opened By | | Officer Code: | | Branch # | | Branch Phone |
| [] | | [] | | [] | | [] |

This Health Savings Account Application and Adoption Agreement ("Agreement") authorizes KeyBank National Association (the "Bank"), at its discretion, to open one or more personal deposit accounts (including checking accounts, savings accounts and certificates of deposit but excluding passbook savings accounts) upon the receipt of electronic, written or oral instructions from me (meaning the signer below) without obtaining a signature on any additional Agreement or signature card. I understand that all deposit accounts opened by me under the Plan will be owned by me in the same capacity. This Agreement is the signature card for all accounts opened under this Agreement.

I authorize the Bank at its discretion: (i) to act upon instructions from me to deposit, withdraw or transfer funds to or from any other accounts (except passbook savings) at the Bank when opening new accounts; (ii) to recognize and honor my signature on checks (if withdrawal by check is permitted) and withdrawal slips and honor any other electronic, written or oral requests for withdrawals or transfers of funds, including transfers to the Bank or to third parties and (iii) to act upon instructions from me for the transaction of any business on any accounts covered by this Agreement. I agree that the Bank may receive instructions from me via any source including: electronic communications, computer, telephone, US mail or in person at the Bank.

I understand that all accounts opened under this Agreement are subject to the Deposit Account Agreement. I acknowledge receiving a copy of the agreement, and a written disclosure of the interest rate, annual percentage yield, fees and other terms and disclosures relating to the account opened at the time the Agreement was signed.

Attention New Customer: The information you are providing to open your new KeyBank account is subject to review and verification. KeyBank reserves the right to close your account in the event we are unable to verify, to our satisfaction, the information you have provided.



KeyBank Health Savings Account (HSA) Application and Adoption Agreement

DESIGNATION OF BENEFICIARY(IES)

I designate the individual(s) named below as my primary and secondary Beneficiary(ies) of this HSA. I revoke all prior Beneficiary designations, if any, made by me. I understand that I may change or add Beneficiaries at any time by completing and delivering the proper form to the Custodian. A secondary Beneficiary's interest shall begin only upon the death or disclaimer of all primary beneficiaries. If any primary or secondary Beneficiary dies before me, his or her interest shall terminate completely, and any remaining Beneficiary share shall be increased on a pro rata basis. This designation applies to all accounts open under this plan, either now or in the future.

The following individual(s) shall be my Beneficiary(ies):

| | | | |
|-------------------------------------|---------------------------------------|---------------|------------------------------|
| Primary <input type="checkbox"/> | Secondary <input type="checkbox"/> | Name _____ | Social Security Number _____ |
| | | Address _____ | Date of Birth _____ |
| | | | Relationship _____ |
| Primary <input type="checkbox"/> | Secondary <input type="checkbox"/> | Name _____ | Social Security Number _____ |
| | | Address _____ | Date of Birth _____ |
| | | | Relationship _____ |
| Primary <input type="checkbox"/> | Secondary <input type="checkbox"/> | Name _____ | Social Security Number _____ |
| | | Address _____ | Date of Birth _____ |
| | | | Relationship _____ |

SPOUSAL CONSENT

Subject to your state's community or marital property laws, if applicable.

I am the spouse of the Health Savings Account holder. I agree to my spouse's designation of a primary beneficiary other than myself. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. I also acknowledge that I have no claim whatsoever against KeyBank National Association or its affiliates, officers, directors, employees or agents (collectively, "KeyBank"), for any payment made to my spouse's named Beneficiary(ies). I further acknowledge that no tax or legal advice was given to me by KeyBank.

| | |
|---|------------|
| Account holder's Spouse Signature _____ | Date _____ |
| Witness Signature _____ | Date _____ |

PLAN CERTIFICATIONS AND SIGNATURE

Important: Please read before signing.

I hereby adopt the Health Savings Account Plan referenced above and appoint KeyBank as Custodian. I certify that I have received a copy of the applicable KeyBank Health Savings Account Custodial Agreement and any accompanying disclosures. I understand the terms and conditions that apply to this HSA are contained in the Custodial Agreement and disclosure. I agree to be bound by those terms and conditions.

I assume complete responsibility for the tax consequences of any contribution (including rollover contributions) and distributions. I further certify that I am responsible for:

- 1) Determining my eligibility to establish this HSA.
- 2) Determining that all contributions to my HSA meet the requirements of the Internal Revenue Code governing such contributions.
- 3) Determining whether any payments from the HSA are used for qualified medical expenses.

I release, indemnify and hold KeyBank harmless from any and all liabilities, damages, costs, expenses, taxes, penalties or other claims which it may incur for relying on this certification in accepting this account.

I understand the following tax certification applies to all accounts opened under this Agreement: Under penalties of perjury, I certify that: 1) the number shown on this form is my correct taxpayer identification number (or I am waiting for the number to be issued to me), and 2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. citizen or other U.S. person

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

If you are a foreign person, cross out above tax certification section and "U.S. Person" on the line next to your signature below. Complete the appropriate Form W-8BEN.

The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding. See Certification signature below.

| | |
|---------------------------------|------------|
| Signature of U. S. Person _____ | Date _____ |
|---------------------------------|------------|

ACCEPTANCE BY KEYBANK

The plan shall be deemed to have been accepted by KeyBank upon receipt of all necessary forms, properly completed.

| | |
|------------------------------------|------------|
| Authorized KeyBank Signature _____ | Date _____ |
|------------------------------------|------------|

Reminder: Do not write an account number on this document.

KeyBank

HEALTH SAVINGS ACCOUNTS

Employee Authorization

to provide my employer with my
Health Saving Account number

EMPLOYER NAME: _____

GROUP NUMBER: _____

Upon establishment of my Health Savings Account with the group number indicated above, I authorize KeyBank National Association to release to my employer my health savings account number and the date on which my health savings account was established for the purpose of establishing electronic fund transfer services. This Authorization shall be considered as continuing for thirty days after my account was established and will cease after that date.

Employee Signature: _____

Print Name: _____

Date: _____

HEALTH SAVINGS ACCOUNT INFORMATION (to be completed by KeyBank)

KeyBank Routing Number: _____

KeyBank Account Number: _____

Date Account Opened: _____

Health Savings Account (HSA) ASQ Form

The "Health Savings Account (HSA) ASQ Form" is intended to be completed by you, the client, to facilitate the opening of the HSA at your place of employment. This information, in addition to other account opening documentation, is collected by a Key sales professional and used to process the opening of the account.

Please note that certain responses may result in the account opening process to stop. In the event you respond to a question that results in a stop, it does not necessarily mean that the account cannot be opened. It does mean that you will need to go to your local Key branch to open the HSA. Detail regarding any stop/s through this process can be found within the paper form.

*** Note: All fields are required.**

| Client Name and Identification | |
|--------------------------------|---------|
| First: | Middle: |
| Last: | |
| Date of Birth: | |
| SSN: | |

| Citizenship | |
|----------------------------------|----|
| Are you a United States citizen? | |
| YES | NO |



Stop – Please note that if you are not a United States citizen, you may not proceed with the HSA opening through your place of employment. At this time, Key must obtain additional information from you. In order to facilitate the capture of that additional information, we ask that you go to a Key branch to open the account.

| Permanent Residency | |
|---|----|
| Is your permanent residency in the United States? | |
| YES | NO |



Stop – Please note that if you do not have permanent residence in the United States, you may not proceed with the HSA opening through your place of employment. At this time, Key must obtain additional information from you. In order to facilitate the capture of that additional information, we ask that you go to a Key branch to open the account.

Health Savings Account (HSA) ASQ Form

Expected Activity – Funds Transfers

Will any funds transfers be going to or coming from international location(s)?

YES

NO



Stop – Please note that if you will have funds transfers going to or coming from international locations, you may not proceed with the HSA opening through your place of employment. At this time, Key must obtain additional information from you. In order to facilitate the capture of that additional information, we ask that you go to a Key branch to open the account.

Client Signature: _____ **Date:** _____

** BANK USE ONLY ** EMPLOYEE STATEMENT **

Employee completing this form – By signing this form I state that I have reviewed this form for completeness and have noted relevant additional comments in the section below:

___ Responses indicate a "STOP" as outlined in the "STOPS" section

___ Responses indicate that the account(s) may be opened

Employee Signature: _____ **Date:** _____

Additional Comments: _____



Key Bank HSA – Debit Card request

HSA Account Owner Information

Company Name _____

Employee's Full Name _____

Choose the type of HSA Debit Card you are requesting:

HSA Unlimited _____ HSA Limited _____

HSA Authorized User Information

Please note: To add an authorized user and order additional HSA debit card, the following required information will need to be provided for the individual who will be given access.

Citizenship

| | |
|---|----|
| Are you a United States citizen? | |
| YES | NO |

Permanent Residency

| | |
|--|----|
| Is your permanent residency in the United States? | |
| YES | NO |

Authorized users must be a U.S. Citizen and permanently reside in the U.S. to order a debit card through the HSA Account opening tool

| | |
|--|--|
| Name | |
| Address (if different than account owner) | |
| Social Security # | |
| Date of Birth | |
| Primary ID (type) | |
| ID # | |
| State of Issuance | |
| Expiration Date | |

Choose the type of HSA Debit Card you are requesting:

HSA Unlimited _____ HSA Limited _____

To order additional HSA Debit Cards, visit your local KeyBank branch or contact HSA Client Services by calling 1-888-KEY-2020, Option 2.

| | | |
|---|--|--|
| Form 5305-C (November 2007) Department of the Treasury Internal Revenue Service | HSA Health Savings Custodial Account (Under Section 223(a) of the Internal Revenue Code) CUSTODIAL AGREEMENT | Do Not File With the Internal Revenue Service |
|---|--|--|

Article I

- 1.01 The Custodian will accept additional cash contributions for the tax year made by the Account Owner or on behalf of the Account Owner (by an employer, family member or any other person). No contributions will be accepted by the Custodian for any Account Owner that exceeds the maximum amount for family coverage plus the catch-up contribution.
- 1.02 Contributions for any tax year may be made at any time before the deadline for filing the Account Owner's federal income tax return for that year (without extensions).
- 1.03 Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.
- 1.04 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 set forth in Article II.
- 1.05 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 set forth in Article II.

Article II

- 2.01 For calendar year 2008, the maximum annual contribution limit for an Account Owner with single coverage is \$2,900. This amount increases to \$3,000 in 2009. For calendar year 2008, the maximum annual contribution limit for an Account Owner with family coverage is \$5,800. This amount increases to \$5,950 in 2009. These limits are indexed for cost-of-living adjustments.
- 2.02 Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
- 2.03 For calendar year 2008, an additional \$900 catch-up contribution may be made for an Account Owner who is at least age 55 or older and not enrolled in Medicare. The catch-up contribution increases to \$1,000 in 2009 and later years.
- 2.04 Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax.

Article III

- 3.01 It is the responsibility of the Account Owner 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, the Account Owner shall notify the Custodian that there exist excess contributions to the HSA. It is the responsibility of the Account Owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

Article IV

- 4.01 The Account Owner's interest in the balance in this custodial account is nonforfeitable.

Article V

- 5.01 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).
- 5.02 The assets of this account may not be commingled with other property except in a common trust fund or common investment fund.
- 5.03 Neither the Account Owner nor the Custodian will engage in any prohibited transaction with respect to this account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in section 4975).

Article VI

- 6.01 Distributions of funds from this HSA may be made upon the direction of the Account Owner.
- 6.02 Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of the Account Owner, his or her spouse, or dependents are tax-free. However, distributions that are not used for qualified medical expenses are included in the Account Owner's 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 the Account Owner's death, disability, or reaching age 65.
- 6.03 The Custodian is not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only the Account Owner is responsible for substantiating that the distribution is for qualified medical expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

Article VII

- 7.01 If the Account Owner dies before the entire interest in the account is distributed, the entire account will be disposed of as follows:
- 7.02 If the designated beneficiary is the Account Owner's spouse, the HSA will become the spouse's HSA as of the date of death.
- 7.03 If the designated beneficiary is not the Account Owner's spouse, the HSA will cease to be an HSA as of the date of death. If the beneficiary is the Account Owner's estate, the fair market value of the account, as of the date of death is taxable on the Account Owner's final return. For other beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes such date.

Article VIII

- 8.01 The Account Owner agrees to provide the Custodian with information necessary for the Custodian to prepare any report or return required by the IRS.
- 8.02 The Custodian agrees to prepare and submit any report or return as prescribed by the IRS.

Article IX

- 9.01 Notwithstanding any other article that may be added or incorporated in this agreement, the provisions of Articles I through VIII and this sentence are controlling. Any additional article in this agreement that is inconsistent with section 223 or IRS published guidance will be void.

Article X

- 10.01 This agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the Adoption Agreement.

Article XI-Trust Provisions

- 11.01 **Applicable Law:** This Custodial Agreement shall be governed by the laws of the State of Ohio.
- 11.02 **Annual Accounting:** The Custodian shall, at least annually, provide the Account Owner or Designated Beneficiary (in the case of death) with an accounting of such Account Owner's account. Such accounting shall be deemed to be accepted by the Account Owner or Designated Beneficiary, if the Account Owner or Designated Beneficiary does not object in writing within 60 days after the mailing of such accounting statement.
- 11.03 **Amendment:** The Account Owner (or the Designated Beneficiary if the Account Owner has died) irrevocably delegates to the Custodian the right and power to amend this Custodial Agreement. Except as hereafter provided, the Custodian will give the Account Owner 30 days prior written notice of any amendment. In case of an amendment, including a retroactive amendment, required by law, the Custodian will provide written notice to the Account Owner of the amendment within 30 days after the amendment is made, or if later, by the time that notice of the amendment is required to be given under regulations or other guidance provided by the IRS. The Account Owner (or Designated Beneficiary, if applicable) shall be deemed to have consented to any such amendment unless the Account Owner (or Designated Beneficiary) notifies the Custodian to the contrary within 30 days after notice to the Account Owner or Designated Beneficiary and requests a distribution or transfer of the balance in the account.
- 11.04 **Resignation and Removal of Custodian:**
 - (a) The Custodian may resign and appoint a successor trustee or custodian to serve under this agreement or under another governing agreement selected by the successor trustee or custodian by giving the Account Owner written notice at least 30 days prior to the effective date of such resignation and appointment, which notice shall also include or be provided under separate cover a copy of such other governing instrument, if applicable, and the related disclosure statement. The Account Owner shall then have 30 days from the date of such notice to either request a distribution of the entire account balance or designate a different successor trustee or custodian and notify the Custodian of such designation. If the Account Owner does not request distribution of the account balance or notify the Custodian of the designation of a different successor trustee or custodian within such 30 day period, the Account Owner shall be deemed to have consented to the appointment of the successor trustee or custodian and the terms of any new governing instrument, and neither the Account Owner nor the successor shall be required to execute any written document to complete the transfer of the account to the successor trustee or custodian. The successor trustee or custodian may rely on any information, including beneficiary designations, previously provided by the Account Owner to the Custodian.
 - (b) The Account Owner may at any time remove the Custodian and replace the Custodian with a successor trustee or custodian of the Account Owner's choice by giving 30 days written notice of such removal and replacement. The Custodian shall then deliver the assets of the account as directed by the Account Owner. However, the Custodian may retain a portion of the assets of the HSA as a reserve for payment of any anticipated remaining fees and expenses, and shall pay over any remainder of this reserve to the successor trustee or custodian upon satisfaction of such fees and expenses.
 - (c) The Custodian may resign and demand that the Account Owner appoint a successor trustee or custodian of this HSA by giving the Account Owner written notice at least 30 days prior to the effective date of such resignation. The Account Owner shall then have 30 days from the date of such notice to designate a successor trustee or custodian, notify the Custodian of the name and address of the successor trustee or custodian, and provide the Custodian with appropriate evidence that such successor has accepted the appointment and is qualified to serve as trustee or custodian of an individual retirement account.
 - 1. If the Account Owner designates a successor trustee or custodian and provides the Custodian evidence of the successor's acceptance of appointment and qualification within such 30-day period, the Custodian shall then deliver

all of the assets held by the Custodian in the account (whether in cash or personal or real property, wherever located, and regardless of value) to the successor trustee or custodian.

2. If the Account Owner does not notify the Custodian of the appointment of a successor trustee or custodian within such 30 day period, then the Custodian may distribute all of the assets held by the Custodian in the account (whether in cash or personal or real property, wherever located, and regardless of value) to the Account Owner, outright and free of trust, and the Account Owner shall be wholly responsible for the tax consequences of such distribution.

In either case, the Custodian may expend any assets in the account to pay expenses of transfer (including re-registering the assets and preparation of deeds, assignments, and other instruments of transfer or conveyance) to the successor trustee or custodian or the Account Owner, as the case may be. In addition, the Custodian may retain a portion of the assets as a reserve for payment of any anticipated remaining fees and expenses. Upon satisfaction of such fees and expenses, the Custodian shall pay over any remainder of the reserve to the successor trustee or custodian or to the Account Owner, as the case may be.

11.05 Custodian's Fees and Expenses:

- (a) The Account Owner or Designated Beneficiary agrees to pay the Custodian any and all fees specified in the Custodian's current published fee schedule for establishing and maintaining this HSA, including any fees for distributions from, transfers from, and terminations of this HSA. The Custodian may change its fee schedule at any time by giving the Account Owner or Designated Beneficiary 30 days prior written notice.
- (b) The Account Owner or Designated Beneficiary agrees to pay any expenses incurred by the Custodian in the performance of its duties in connection with the account. Such expenses include, but are not limited to, administrative expenses, such as legal and accounting fees, and any taxes of any kind whatsoever that may be levied or assessed with respect to such account.
- (c) All such fees, taxes, and other administrative expenses charged to the account shall be collected either from the assets in the account or from any contributions to or distributions from such account if not paid by the Account Owner or Designated Beneficiary, but the Account Owner or Designated Beneficiary shall be responsible for any deficiency.
- (d) In the event that for any reason the Custodian is not certain as to who is entitled to receive all or part of the Custodial Funds, the Custodian reserves the right to withhold any payment from the Custodial account, to request a court ruling to determine the disposition of the Custodial assets, and to charge the Custodial account for any expenses incurred in obtaining such legal determination.

11.06 **Manner of Distributions:** Distributions from this HSA by or on behalf of the Account Owner shall be made first from cash in the HSA checking account. On any business day (Monday through Friday, excluding federal holidays and days the Custodian or the New York Stock Exchange is closed) when the cash in the HSA checking account is not sufficient to cover the distribution, investments in this HSA shall be liquidated in order, beginning with the most conservative (money market account) and ending with the most aggressive. In other words, all funds in this HSA's most conservative investment are liquidated before funds in the next most conservative investment are liquidated. (For information on the risk and return characteristics of funds, call Customer Service.) The amount liquidated will be equal to the lesser of: (1) the amount of the distribution request not covered by funds in the HSA checking account; or (2) the value of the Account Owner's shares in the mutual funds. The share value will be equal to the fund closing price on the day of the distribution.

11.07 **Responsibilities:** The Account Owner agrees that all information and instructions given to the Custodian by the Account Owner is complete and accurate and that the Custodian shall not be responsible for any incomplete or inaccurate information provided by the Account Owner or Designated Beneficiary. The Account Owner agrees to be responsible for all tax consequences arising from contributions to and distributions from this Custodial account and acknowledges that no tax advice has been provided by the Custodian. The Account Owner also agrees to be responsible for determining his or her eligibility to participate in this HSA, including the amount and deductibility of HSA contributions to or for distributions from the HSA for Federal and/or state income tax purposes. The Account Owner also agrees to be responsible for determining whether or not the health plan meets the requirements of a High Deductible Health Plan and whether any payments from the HSA are used for medical expenses.

11.08 **Designated Beneficiary:** Except as may be otherwise required by State law, in the event of the Account Owner's death, the balance in the account shall be paid to the beneficiary or beneficiaries designated by the Account Owner on a beneficiary designation form acceptable to and filed with the Custodian. The Account Owner may change the Account Owner's beneficiary or beneficiaries at any time by filing a new beneficiary designation with the Custodian. If no beneficiary designation is in effect, if none of the named beneficiaries survive the Account Owner, or if the Custodian cannot locate any of the named beneficiaries after reasonable search, any balance in the account will be payable to the Account Owner's estate. If the Account Owner's Designated Beneficiary is his or her spouse, the spouse may elect to treat this HSA as the spouse's own HSA. The term Account Owner also includes the Designated Beneficiary, where appropriate, throughout this Agreement.

Article XII-Self-Directed HSA Provisions

12.01 Investment of Contributions:

- (a) At the direction of the Account Owner (or the direction of the designated beneficiary upon the Account Owner's death), the Custodian shall invest all contributions to the account and earnings thereon in investments acceptable to the Custodian, which may include marketable securities traded on a recognized exchange or "over the counter", certificates of deposit, and other investments to which the Custodian consents, in such amounts as are specifically selected and specified by the Account Owner in orders to the Custodian in such form as may be acceptable to the Custodian, without any duty to diversify and without regard to whether such property is authorized by the laws of any jurisdiction as an appropriate investment. The Custodian shall be responsible for the execution of such orders and for maintaining adequate records thereof. However, if any such orders are not received as required, or, if received, are unclear in the opinion of the Custodian, all or a portion of the contribution may be held uninvested without liability for loss of income or appreciation, and without liability for interest

pending receipt of such orders or clarification, or the contribution may be returned. The Custodian may, but need not, establish programs under which cash deposits in excess of a minimum set by it will be periodically and automatically invested in interest-bearing investment funds. The Custodian shall have no duty other than to follow the written investment directions of the Account Owner, and shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by the Account Owner.

- (b) The Account Owner understands that the Custodian and/or its affiliates may receive and retain compensation for products and services purchased from or through the Custodian or an affiliate, or from or through a syndicate or selling group that includes Agent or an affiliate. Such services and products include, but are not limited to: execution of transactions through a broker-dealer affiliate of the Custodian; purchasing shares of the Victory Portfolios; and purchasing securities underwritten or otherwise distributed by the Custodian or an affiliate. By establishing this HSA, the Account Owner approves the fees that are paid to the Custodian and/or its affiliates for this HSA.

- 12.02 **Registration:** All assets of the account shall be registered in the name of the Custodian or of a suitable nominee. The same nominee may be used with respect to assets of other investors whether or not held under agreements similar to this one or in any capacity whatsoever. However, each Account Owner's account shall be separate and distinct; a separate account therefore shall be maintained by the Custodian, and the assets thereof shall be held by the Custodian in individual or bulk segregation either in the Custodian's vaults or in depositories approved by the Securities and Exchange Commission under the Securities Exchange Act of 1934.
- 12.03 **Investment Advisor:** The Account Owner may appoint an Investment Advisor, qualified under Section 3(38) of the Employee Retirement Income Security Act of 1974 (ERISA), to direct the investment of his HSA. The Account Owner shall notify the Custodian in writing of any such appointment by providing the Custodian a copy of the instruments appointing the Investment Advisor and evidencing the Investment Advisor's acceptance of such appointment, an acknowledgment by the Investment Advisor that it is a fiduciary of the account, and a certificate evidencing the Investment Advisor's current registration under the Investment Advisor's Act of 1940. The Custodian shall comply with any investment directions furnished to it by the Investment Advisor, unless and until it receives written notification from the Account Owner that the Investment Advisor's appointment has been terminated. The Custodian shall have no duty other than to follow the written investment directions of such Investment Advisor and shall be under no duty to question said instructions, and the Custodian shall not be liable for any investment losses sustained by the Account Owner.
- 12.04 **No Investment Advice:** The Custodian does not assume any responsibility for rendering advice with respect to the investment and reinvestment of Account Owner's account and shall not be liable for any loss which results from Account Owner's exercise of control over his account. The Custodian and Account Owner may specifically agree in writing that the Custodian shall render such advice, but the Account Owner shall still have and exercise exclusive responsibility for control over the investment of the assets of his account, and the Custodian shall not have any duty to question his investment directives.
- 12.05 **Prohibited Transactions:** Notwithstanding anything contained herein to the contrary, the Custodian shall not lend any part of the corpus or income of the account to; pay any compensation for personal services rendered to the account to; make any part of its services available on a preferential basis to; acquire for the account any property, other than cash, from; or sell any property to, any Account Owner, any member of a Account Owner's family, or a corporation controlled by any Account Owner through the ownership, directly or indirectly, of 50 percent or more of the total combined voting power of all classes of stock entitled to vote, or of 50 percent or more of the total value of shares of all classes of stock of such corporation.
- 12.06 **Unrelated Business Income Tax:** If the Account Owner directs investment of the account in any investment which results in unrelated business taxable income, it shall be the responsibility of the Account Owner to so advise the Custodian and to provide the Custodian with all information necessary to prepare and file any required returns or reports for the account. As the Custodian may deem necessary, and at the Account Owner's expense, the Custodian may request a taxpayer identification number for the account, file any returns, reports, and applications for extension, and pay any taxes or estimated taxes owed with respect to the account. The Custodian may retain suitable accountants, attorneys, or other agents to assist it in performing such responsibilities.
- 12.07 **Disclosures and Voting:** The Custodian shall deliver, or cause to be executed and delivered, to Account Owner all notices, prospectuses, financial statements, proxies and proxy soliciting materials relating to assets credited to the account. The Custodian shall not vote any shares of stock or take any other action, pursuant to such documents, with respect to such assets except upon receipt by the Custodian of adequate written instructions from Account Owner.
- 12.08 **Miscellaneous Expenses:** In addition to those expenses set out in Article XI, section 11.05 of this plan, the Account Owner agrees to pay any and all expenses incurred by the Custodian in connection with the investment of the account, including expenses of preparation and filing any returns and reports with regard to unrelated business income, including taxes and estimated taxes, as well as any transfer taxes incurred in connection with the investment or reinvestment of the assets of the account.

Article XIII-Glossary of Terms

- 13.01 **Account Owner:** The individual on whose behalf the HSA is established or, in the case of a surviving spouse of such deceased individual, is maintained.
- 13.02 **Adoption Agreement:** The form furnished by the Custodian used to establish the HSA. The Adoption Agreement is deemed to be a part of this Custodial Agreement.
- 13.03 **Archer MSA or Medical Savings Account (MSA):** A medical savings account described in Section 220 IRC.
- 13.04 **Dependents:** Dependents include any individuals who receive over half of their support for the calendar year from the taxpayer as defined in Section 152 IRC.
- 13.05 **Designated Beneficiary:** The term "Designated Beneficiary" means the person or persons named by the Account Owner as beneficiary of the account upon the death of the Account Owner.
- 13.06 **Employer:** The Employer includes the Account Owner's employer, the employer of the Account Owner's spouse, a self-employed

individual, or the spouse of a self-employed individual. All employers which are members of a controlled group under Section 414 are considered a single employer for purposes of these rules.

- 13.07 **Flexible Spending Arrangement (FSA):** A flexible spending plan described in Section 125 IRC.
- 13.08 **Health Reimbursement Arrangement (HRA):** A Health Reimbursement Arrangement described in Sections 105 or 106 IRC.
- 13.09 **High Deductible Health Plan (HDHP):** Generally, an HDHP is a health plan that satisfies certain requirements with respect to deductibles and out-of-pocket expenses. In the case of self-only coverage, the High Deductible Health Plan's annual deductible cannot be less than \$1,100 (for calendar year 2008), adjusted for COLAs. In the case of any other coverage (family coverage), the annual deductible cannot be less than \$2,200 (for calendar year 2008), adjusted for COLAs.

The sum of the annual deductible and the other annual out-of-pocket expenses required to be paid under the plan (other than for premiums) for covered benefits may not exceed \$5,600 (for calendar year 2008), adjusted for COLAs, for self-only coverage, and \$11,200 (for calendar year 2008), adjusted for COLAs, for family coverage. In the case of family coverage, a plan is an HDHP only if, under the terms of the plan and without regard to which family member or members incur expenses, no amounts are payable from the HDHP until the family has incurred annual covered medical expenses in excess of the minimum annual deductible. A plan does not fail to be an HDHP merely because it does not have a deductible (or has a small deductible) for certain preventive care. Except for certain preventive care, a plan may not provide benefits for any year until the deductible for that year is met.

A High Deductible Health Plan shall not include a plan where substantially all of the coverage is for accidents, disability, dental care, vision care, or long-term care. Also a high deductible health plan shall not fail to be treated as an HDHP merely because the individual has coverage for any benefit provided by "permitted insurance". Permitted insurance is insurance under which substantially all of the coverage provided relates to liabilities incurred under workers' compensation laws, tort liabilities, liabilities relating to ownership or use of property (e.g., automobile insurance), insurance for a specified disease or illness, and insurance that pays a fixed amount per day (or other period) of hospitalization.

- 13.10 **IRC:** Refers to the Internal Revenue Code, as amended.
- 13.11 **Medical Care:** Medical Care includes amounts paid for the types of medical care described in Section 213(d) IRC.
- 13.12 **Permitted Insurance:** Permitted Insurance shall include the types of insurance described in Section 223(c)(3) IRC.
- 13.13 **Qualified Medical Expenses:** Qualified medical expenses include amounts paid with respect to the individual, the individual's spouse, and the individual's dependents, for medical care defined under Section 213(d) and such amounts are not compensated for by insurance or otherwise. Qualified Medical Expenses do not include any payment for insurance, except in the following cases:
- (a) a health plan during any period of continuation coverage required under any Federal law;
 - (b) a qualified long-term care insurance contract (as defined in section 7702B(b));
 - (c) a health plan during a period in which the individual is receiving unemployment compensation under any Federal or State law; or
 - (d) in the case of an Account Owner who has attained the age specified in section 1811 of the Social Security Act, any health insurance other than a Medicare supplemental policy (as defined in section 1882 of the Social Security Act).
- 13.14 **Custodial Account:** The term Custodial Account means the account established under the terms of this HSA Agreement.
- 13.15 **Custodian:** The Custodian shall be KeyBank National Association and is approved by the IRS to serve as Custodian for Health Savings Accounts pursuant to Section 223(d)(1)(B) IRC.

Health Savings Account Disclosure

Introduction

In this Disclosure, **you** and **your** refer to the individual for whose benefit the health savings account ("HSA") is created. **KeyBank** and **Custodian** refer to KeyBank, N.A., the Custodian of the HSA. This disclosure is a summary of KeyBank's health savings account program ("KeyBank HSA"). If there is any inconsistency or ambiguity between this summary and the Custodial Agreement, the terms of the Custodial Agreement will govern and control.

Your Right to Revoke Your HSA

You have the right to revoke your KeyBank HSA within seven (7) days from the date you open it, without incurring any costs. However, you will be deemed to have waived or forfeited this right if you initiate any withdrawals or investments within the seven (7) day revocation period. You will be bound by the terms of this Disclosure and Custodial Agreement as of the date you receive these documents. You will be deemed to have received these documents on the date you opened your HSA. If you do not agree to be bound by the terms of the Disclosure and Custodial Agreement, you must notify KeyBank in writing within seven days of the date on which the Disclosure and Custodial Agreement are deemed received. To revoke your HSA, you must notify KeyBank in writing. The following information must be included in the notice:

- the statement "I want to revoke my HSA,"
- your signature,
- the date,
- your full name (printed),
- your complete address, and
- your HSA account number or Social Security number.

Your letter must be postmarked no later than the seventh day after you opened your HSA or on which the Disclosure and Agreement are deemed received. You must mail your notice to the address below:

KeyBank, N.A.
P.O. Box 1300
Buffalo, New York 14240-1300

Notice sent by mail must be postmarked within the seven day period. It will be considered to have been mailed on the postmarked date if it is:

- properly addressed,
- delivered by U.S. mail,
- sent postage paid (first class), and
- enclosed in an envelope or other appropriate wrapper.

If you revoke your HSA within the seven-day period, KeyBank will return to you the entire amount of the contributions or the actual property rolled over from another HSA before your revocation. If KeyBank received the contributions from your employer, KeyBank will return those contributions to your employer to the extent permitted by law. You will not earn interest on the contribution if you revoke. There will be no adjustments for administrative expenses, or changes in market value. Because of this, contributions you make to it may be held uninvested during the first seven days after you make your first contribution. When you revoke your HSA, the initial contribution and return of the contribution are reported to the IRS. You should consult your financial or tax advisor if you have questions about taxes.

What is a Health Savings Account?

A health savings account is a tax-exempt trust or custodial account established exclusively for the purpose of paying your qualified medical expenses provided that you are covered under a high-deductible health plan when contributions are made. Your KeyBank HSA is a custodial account.

You may not establish a jointly-owned HSA with your spouse or anyone else. An HSA is established by or on behalf of an individual.

Contributions may be accumulated over time or distributed tax-free to pay or reimburse your qualified medical expenses. However the total amount of contributions that may be made in a year are limited depending on a number of factors including, the type of coverage you have under your health plan, your annual deductible amount, your age, any contributions you have made to other HSAs or Archer Medical Savings Accounts, and other legal restrictions. You may deduct contributions you make to this HSA on your federal tax return. You should check with your tax advisor to determine whether you may deduct HSA contributions on your state tax return.

Employer contributions, up to the limits allowed by law, are excludible from your income. Your employer may permit you to elect to make contributions through a pre-tax salary reduction program through a cafeteria plan or through an after-tax deduction of your wages.

You do not pay income taxes on the earnings and interest generated within your HSA and they are not reported on your tax return. Thus, your undistributed HSA balance grows tax-free. Distributions from the HSA are not taxable income if they are used exclusively to pay or reimburse qualified medical expenses. If distributions are used for other purposes, they are included in your gross income and generally subject to an additional 20 % penalty.

Who may establish a Health Savings Account?

Only eligible individuals may establish an HSA with a qualified trustee or custodian. Additionally, contributions to an HSA are permitted only if the owner of the HSA is an eligible individual. A qualified trustee or custodian is any insurance company, bank (including a similar financial institution as defined in Section 408(n)), or any other person approved by the Internal Revenue Service to be a trustee or custodian. An eligible individual is a natural person who, on the first day of any given month, is covered under a qualified high-deductible health plan ("HDHP"). However, even if covered under an HDHP, an individual is not eligible if the individual is also covered by any other health plan that is not an HDHP, with certain exceptions for limited types of coverage explained below. In addition, the individual must not be enrolled in Medicare (generally, age 65) and must not be claimed as a dependent on another person's tax return.

You alone are responsible for determining whether you are eligible to establish or contribute to an HSA. KeyBank may, but is not required to, ask for proof or a certification, in a form acceptable to KeyBank, that you are an eligible individual, including a statement that you are covered by a health plan that meets all of the requirements of an HDHP.

What is a High Deductible Health Plan?

A high-deductible health plan is a health plan that satisfies certain dollar limits with respect to annual deductibles and out-of-pocket expenses. For instance, if you have self-only coverage, an HDHP is a health plan that has a minimum annual deductible of **\$1250.00** and annual out-of-pocket expenses not exceeding **\$6350.00** (in 2014). For 2015, the minimum annual deductible is **\$1300.00** and the maximum annual out-of-pocket expense amount is **\$6450.00**. Out-of-pocket expenses generally include deductibles, co-payments and other amounts, but not premiums. If you have family coverage (which includes any coverage other than self-only), your minimum annual deductible is **\$2500.00** and annual out-of-pocket expenses should not exceed **\$12700.00** (in 2014). For 2015, the minimum annual deductible and maximum out-of-pocket expense amounts are **\$2600.00** and **\$12900.00** respectively.

A health plan does not fail to be an HDHP merely because it does not have a deductible for preventive care. A network health plan that has a higher out-of-pocket expense limit for services provided outside the network will not fail to be an HDHP even if the out-of-pocket expense limits for out-of-network services exceed the maximum annual out-of-pocket expense limits (**\$6350.00** for self-only coverage and **\$12700.00** for family coverage in 2014; **\$6450.00** and **\$12900.00** respectively in 2015).

Because the requirements of an HDHP are complex, you should check with your health plan administrator to determine whether your plan meets the qualifications of an HDHP for purposes of a health savings account.

What if I have other health coverage?

For purposes of an HSA, you may be covered under more than one health plan but only if each plan is an HDHP, except for permitted insurance. Permitted insurance includes an insurance policy if substantially all of the coverage relates to liabilities under workers' compensation laws, tort liabilities, liabilities relating to ownership or use of property, insurance for a specified disease or illness, or insurance that pays a fixed amount per period of hospitalization. In addition you may establish or contribute to an HSA if the coverage under the other plan is for accidents, disability, dental care, vision care, or long-term care. If you have a prescription drug plan, you may establish or contribute to an HSA if the drug plan does not provide benefits until the minimum annual deductible of your HDHP has been satisfied, or if the drug plan is a part of the HDHP and subject to the minimum annual deductible.

Who may contribute to my health savings account?

Contributions may be made by you, your employer, any other person or any combination thereof. Except for eligible rollovers, contributions must be made in cash. Contributions of stock or property are not permitted.

How much can I contribute?

Your maximum annual HSA contribution is based on the statutory limit for your type of coverage. For example, if you have self-only HDHP coverage, your maximum annual contribution for 2014 is **\$3300.00**; **\$6550.00** if family HDHP. For 2015, the maximum annual contribution is **\$3350.00**; **\$6650.00** if family HDHP.

The amount you may contribute to your HSA generally is your maximum annual contribution pro-rated over the number of months during the year where you have HDHP coverage on the first day of the month. There is an exception, however. If you are covered on December 1 in any given year, you are treated as an eligible individual for that entire year as long as you continue to be covered under an eligible HDHP through December of the following year. If you cease to be covered under an eligible HDHP during this 13 month period, any amounts attributed to months that you were not covered will be included in your gross income and subject to a 10 percent additional tax. Although the amount you can contribute is not determined by the date you establish your account, medical expenses incurred before the date your HSA is established cannot be reimbursed from the account.

If you are age 55 or older and are not enrolled in Medicare, you may make additional "catch-up" contributions to your HSA. The catch-up contribution amount is **\$1000.00**. Your HSA cannot receive contributions after you have enrolled in Medicare.

You alone are responsible for determining your contribution limit and the amount of contributions to your KeyBank HSA.

What is the tax treatment of contributions to my HSA?

You may deduct from your gross income, in the taxable year for which they are made, contributions you make to your HSA up to the applicable limits. However, you cannot deduct contributions made by your employer (generally through a pre-tax cafeteria plan).

Your employer's contributions to your HSA are not included in your income as long as they do not exceed the applicable limits.

Contributions for a taxable year may be made in one or more payments at any time prior to the time prescribed by law (without extensions) for filing your federal income tax return for the year (generally April 15 of the following year). Contributions cannot be made before the beginning of the year. Although the annual contribution limit is determined monthly, the maximum contribution may be made on any day during this time.

What happens if I exceed my contribution limit?

If your contribution to the HSA exceeds the maximum amount permitted to be contributed or rolled over, you will have to pay an annual nondeductible 6% excise tax on the amount of the excess contribution (and any attributable earnings) each year that the excess contribution remains in your HSA.

Generally, you can avoid the 6% excise tax by withdrawing the full amount of the excess contribution and the earnings on that excess no later than the due date (including extension) of your federal tax return for the taxable year of the contribution to the HSA. However, the earnings on the excess contribution will be included in your gross income for the year you made the excess contribution and will be subject to the 20% penalty tax (if you are under the age of 65).

What are the rules applicable to Rollovers and Transfers?

A rollover is a distribution of cash or other assets from one HSA program and a corresponding deposit of those assets into another HSA program within a prescribed period (generally 60 days). A transfer is a direct movement of cash or other assets from one HSA trustee or custodian to another.

Your KeyBank HSA will accept rollovers and transfers from Archer MSAs and other HSAs. Rollovers and transfers are not subject to the contribution limits. Your KeyBank HSA will not accept rollovers or transfers from an individual retirement account, from a health reimbursement arrangement, or from a health flexible spending arrangement. Notwithstanding the preceding sentence, the Health Opportunity Patient Empowerment Act of 2006 contains an exception and special rules for one-time funding of your HSA from an individual retirement account, health reimbursement arrangement or health flexible spending arrangement. Please consult your tax advisor or IRS Publication 969 for more details.

You may roll over a distribution to your KeyBank HSA from another HSA within 60 days after the date of the distribution so long as a prior distribution has not been rolled over to your KeyBank HSA during the 12-month period ending on the date of the distribution. You may transfer your KeyBank HSA to another health savings account trustee or custodian at any time.

What are the rules applicable to distributions from my KeyBank HSA?

You may take distributions from your KeyBank HSA at any time. KeyBank, in its own discretion, may permit distributions through one or more of the following means:

- payments made directly to you;
- payments made to a medical service provider as you direct;
- check writing capabilities;
- debit card; or
- preauthorized or prearranged electronic debits

Separate rules apply to these distribution options and KeyBank may require you to sign separate agreements for any of these services.

Distributions that are used exclusively to pay or reimburse qualified medical expenses for yourself, your spouse or your dependent(s) are excludable from your gross income. This is true even if you are not eligible to make contributions to the KeyBank HSA at the time the distributions are made.

Distributions made for expenses that are reimbursed by another health plan are includable in your gross income. Any distribution or payment not used exclusively to pay for qualified medical expenses for yourself, your spouse or your dependent(s) is includable in your gross income. This amount is also subject to an additional 20 % penalty, except in the case of distributions made after your death, disability or attainment of age 65. If you indicate that you are disabled when you take a distribution or payment, Key may require your certified statement of your disability, and you may need to provide proof of your disability to the Internal Revenue Service.

You cannot treat a distribution or payment that is used to pay qualified medical expenses as an expense paid for medical care for purposes of calculating a deduction under section 213 of the tax code.

Distributions may be taken any time after the expense was incurred (even years later) as long as it was incurred after the HSA was established. You must maintain sufficient records to show that the distribution was used exclusively to pay or reimburse qualified medical expenses, that the qualified medical expenses have not been previously paid or reimbursed from another source and that the medical expenses have not been taken as an itemized deduction in any prior tax year.

KeyBank will not (nor is required to) determine whether distributions are used to pay for qualified medical expenses. You must make that determination and maintain medical expense records to show that distributions have been made exclusively for qualified medical expenses.

What are Qualified Medical Expenses?

Qualified medical expenses are expenses paid by you for medical care, as defined in section 213(d) of the tax code, for you, your spouse or your dependents. The medical expenses may not be covered by insurance and must generally be incurred only after the HSA has been established.

Generally health insurance premiums are not qualified medical expenses. However, qualified long-term care premiums, health care continuation coverage required under Federal law, i.e. COBRA, and premiums for health care coverage while you are receiving unemployment compensation may be paid from an HSA. In addition, for individuals eligible for Medicare, distributions to pay premiums for Medicare Parts A and B, a Medicare HMO, the individual's share of employer-sponsored health insurance, or the individual's share of employer-sponsored retiree health insurance are permitted. Premiums to pay for Medigap insurance are not qualified medical expenses.

What if I take a distribution by mistake?

You must notify KeyBank if you take a distribution that you reasonably believed was a qualified medical expense but later realized was not. KeyBank may, but is not required to, accept a return of the mistaken distribution. If accepted by KeyBank, you must return the mistaken distribution to your KeyBank HSA no later than April 15 of the year following the year you discovered the mistake. Under these circumstances, the mistaken distribution is not includable in your gross income and is not subject to the 20 % penalty tax for early withdrawal. The IRS may ask you to provide clear and convincing evidence that the amount was distributed because of a mistake of fact due to reasonable cause. KeyBank may rely on your representation that the distribution was a mistake. KeyBank may charge an administrative fee for processing your mistaken distribution.

What happens to my HSA when I die?

On your death, your KeyBank HSA will be distributed to the individual you designate as your beneficiary. If you have not designated a beneficiary, if the beneficiary you named dies before you or if KeyBank, after a reasonable search, is unable to locate your named beneficiary, the assets in your KeyBank HSA will be distributed to your estate.

If your surviving spouse is your named beneficiary, your KeyBank HSA will be treated as your spouse's HSA on your death. If someone other than your spouse is your named beneficiary, your KeyBank HSA will cease to be an HSA as of the date of your death, and the value of the HSA as of the date of death will be included in your beneficiary's gross income for that year for federal income tax purposes. If your beneficiary is your estate, the value of the HSA will be includable in your gross income in your final federal income tax return. All distributions from the KeyBank HSA will be reported on IRS Form 1099-SA.

As long as your beneficiary is not your estate, the amount that is includable in the beneficiary's gross income is reduced by any payments from your KeyBank HSA made for your qualified medical expenses, if paid within one year after death.

What other rules apply to my HSA?

Your interest in your KeyBank HSA is nonforfeitable at all times. If any amount is transferred to someone else or pledged as collateral for a loan, that amount will be treated as a distribution in the year the loan or transfer occurs. Tax penalties may also apply.

If you or your beneficiary engage in any transaction prohibited by section 4975(c) of the tax code, your KeyBank HSA will cease to be an HSA and is treated as distributing all assets on the first day of the year. Tax penalties may also apply.

The assets of this HSA may not be invested in collectibles (as defined in Section 408(m) of the Internal Revenue Code), life insurance contracts, nor may they be commingled with other property except in a common trust fund or common investment fund.

MISCELLANEOUS DISCLOSURES

Model Document

This HSA is based upon model documents provided by the Internal Revenue Service.

Amendment of the HSA and this Disclosure

KeyBank reserves the right to amend this HSA to conform to changes in the tax laws or for other reasons. KeyBank may also amend this Disclosure from time to time and in any respect. If KeyBank amends the HSA or this Disclosure, KeyBank will give you written notice of the amendment, its substance, and the date the amendment will be effective. Any amendment to this Disclosure will take effect unless, within the 30-day period following the date on the notice or within such period as the notice may specify, KeyBank receives written notice from you of your refusal to consent to the amendment and your rollover or transfer of your KeyBank HSA to another custodian or trustee.

Fees

KeyBank is permitted to charge reasonable administrative and other fees. KeyBank will notify you of the applicable fee schedule at the time you establish your KeyBank HSA. KeyBank will also notify you in advance in writing of any changes in the fee schedule that it makes from time to time. Any special expenses relating to administration of your KeyBank HSA will also be charged against your KeyBank HSA. KeyBank may deduct its fees from your KeyBank HSA.

Gain or Loss of Account

KeyBank cannot project or guarantee the value of this HSA. This is because the value will depend on the investment options available to you, which investments you choose and on the terms of those investments.

Key Investment Services Brokerage Account Services

Your KeyBank HSA includes a feature that enables you to open a brokerage account with Key Investment Services ("KIS"), an affiliate broker-dealer, and purchase exchange-traded investments. The terms governing such brokerage account will be set forth in separate agreements and disclosures which will be provided to you. KIS reserves the right to add, remove and modify the terms of any additional product or service (including fees) in accordance with the rules governing such additional product or service. Additional fees may apply.

Additional Products and Services

KeyBank, in its own discretion, may offer additional products and services in conjunction with your KeyBank HSA. These additional products and services may include deposit accounts, payment vehicles, investment capabilities or other services. KeyBank may charge additional fees for additional products and services, and such fees shall be in addition to the fees charged for providing custodial services in connection with your KeyBank HSA.

The terms governing any additional product or service that you select will be set forth in separate agreements and disclosures which KeyBank will provide you before KeyBank begins providing such additional product or service. KeyBank reserves the right to add, remove and modify the terms of any additional product or service (including fees) in accordance with the rules governing such additional product or service. There may be a penalty for early withdrawals, even if the proceeds will be contributed directly to another HSA. Early withdrawal penalties may reduce your principal. In addition, you may have to pay tax penalties for certain distributions from your KeyBank HSA.

Legal and Tax Advice

KeyBank cannot give you tax or legal advice on how establishing an HSA, contributing to it, paying qualified medical expenses or making rollovers or transfers to and/or from an HSA applies to your particular situation. You must consult with your attorney or other tax advisor about these matters. You alone are responsible for complying with the tax law rules, making contributions within the applicable limits, keeping sufficient records to demonstrate whether your distributions were made to pay or reimburse your qualified medical expenses, and any tax consequences of this HSA. KeyBank's responsibility is limited to processing your contributions and distributions in accordance with the terms of this HSA and reporting in accordance with the requirements of the IRS.

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Deposit Account Agreement and Funds Availability Policy

Effective November 15, 2013
KeyBank National Association
Member FDIC



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PART I - DEPOSIT ACCOUNT AGREEMENT

This Agreement governs all Accounts you maintain with us. As used in this Agreement, "we," "us," "our," and similar terms mean KeyBank National Association, Cleveland, Ohio, its respective parents, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, employees, officers and directors. "You," "your," and similar terms mean each person listed on our records as the owner of the Account and any person you authorize to sign or act on your behalf.

1. This Agreement. This Agreement is the contract between you and us that governs all Personal and Business Accounts. You agree to its terms by opening an Account. You should read this Agreement carefully and keep a copy for your records. From time to time we may offer new types of Accounts and may cease offering some types of Accounts. This Agreement governs all of these new types of Accounts, and continues to govern any Accounts you may have that we no longer offer. As used in this Agreement:

- **Account** means all Checking, Savings and Time Deposit Accounts. "Personal Accounts" means Accounts we classify from time to time as personal and offer primarily to consumers for personal, family or household purposes. "Business Accounts" means all other Accounts and includes Accounts we offer from time to time primarily to businesses, organizations, public entities, commercial and non-profit enterprises, corporations, partnerships, limited liability companies, sole proprietors and associations.
- **Checking Accounts** means all Accounts we designate from time to time as Checking Accounts.
- **Savings Accounts** means all Accounts we designate from time to time as Savings Accounts.
- **Time Accounts** means all Accounts that you deposit with us for a specified period of time and we classify from time to time as time deposits.

Additional terms apply to Time Accounts, retirement Accounts and to some other types of Accounts. You receive a copy of these other terms when you open your Account, and you agree to comply with them. Some Accounts, such as retirement Accounts and uniform gifts or transfers to minors custodial Accounts, are also subject to the terms and conditions imposed by specific laws governing such types of Accounts.

Interest bearing Checking Accounts may be opened and maintained by any individual or business entity.

2. Opening Your Account. To open and maintain your Account you must complete the proper forms and provide us with any other documents, information or items that we may require to establish and maintain an Account with us. These requirements include acceptable forms of identification including but not limited to a thumbprint in certain states, any required minimum deposit, and your Taxpayer Identification Number. If these items are not provided within a reasonable period of time, we may close your Account as described in Section 16. If you open a non-personal Account with us, you must certify the adoption of resolutions acceptable to us that authorize us to transact business with your designated representative(s).

If you open a fiduciary Account, other documents required depend on the type of Account being opened. For example, if you open an estate Account you need certified court appointment papers naming you as executor or administrator of the estate. If you are a trustee under a written trust agreement, you must show us a copy of the trust agreement specifying the beneficiary, the trustee, the trust property, and verifying the trustee's authority to open the Account. Federal tax laws require us to obtain from each Account owner a certification of the owner's Taxpayer Identification Number and whether the owner is subject to backup withholding. You must notify us if your Taxpayer Identification Number is incorrect or if you become subject to backup withholding. We must withhold some of the interest payable on your Account if you fail to give us a correct Taxpayer Identification Number or otherwise become subject to backup withholding. It is our policy not to open an Account unless you certify your Taxpayer Identification Number or have applied for a Taxpayer Identification Number. If you fail to provide an appropriate Taxpayer Identification Number, we may close your Account.

Standard Overdraft Services that may come with your Account. You may make your selection as described below at the time you open your Account or any time thereafter.

THE FOLLOWING APPLIES TO CONSUMER ACCOUNTS ONLY

In our discretion, we may decide to pay/process a check, recurring debit card transaction, preauthorized automatic debit, telephone-initiated transfer, electronic transfer or other item as a service to you even if the Account on which it was drawn/debited does not contain sufficient available funds. When we do so the payment may create an "overdraft" in your Account. Overdrafts can also result from other circumstances, such as when a check deposited by you is returned to us unpaid. *If you do not want us to pay/process any of these items as a service to you when the Account on which it was drawn/debited does not contain sufficient available funds, please contact your KeyBank branch or your Financial Advisor.*

We do not authorize and pay an overdraft for Automated Teller Machine ("ATM") and everyday debit card transactions unless you ask us to. Please review the Overdraft Services Consent Form provided. *If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, at our discretion, you may call 1-888-725-7606, sign on to Online Banking and select the Overdraft Services Options link on the Self Service tab, visit any KeyBank branch or contact your Relationship Manager.* Normal overdraft fees will likely apply. If you do not contact us to make an overdraft services selection, we will consider this to mean you do not want us to authorize and pay overdrafts on ATM and everyday debit card transactions. On a joint Account, any account owner can make an overdraft services selection that will apply to these transactions.

You agree to pay us the full amount of any overdraft on your Account immediately upon demand, together with any additional fee we charge.

On joint Accounts, each of you is jointly and severally liable for overdrafts. This means we can collect the full amount of the overdraft, plus any fees, from either of you, even if you did not create the overdraft, or collect from all of you.

THE FOLLOWING APPLIES TO BUSINESS ACCOUNTS ONLY

In our discretion, we may decide to pay/process a check, ATM withdrawal, debit card transaction, preauthorized automatic debit, telephone-initiated transfer, electronic transfer or other item as a service to you even if the Account on which it was drawn/debited does not contain sufficient available funds. When we do so the payment may create an "overdraft" in your Account. Overdrafts can also result from other circumstances, such as when a check deposited by you is returned to us unpaid. You agree to pay us the full amount of any overdraft on your Account immediately upon demand, together with any additional fee we may charge. *If you do not want us to pay/process any of these items as a service to you when the Account on which it was drawn/debited does not contain sufficient available funds, please contact your KeyBank branch or your Financial Advisor.*

Wireless Express Consent (applies to Consumer Accounts only)

By providing a telephone number for a cellular telephone, other wireless device, or a landline number that was later converted to a wireless device, you are expressly consenting to receiving communications at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from KeyBank National Association and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. These calls and messages may incur access fees from your cellular provider.

3. Deposits to Accounts. All deposits you make are subject to "proof" by us. This means we reserve the right to review the cash, checks or other items deposited to confirm the amount of the deposit and that all checks and other items are properly payable. We can correct any errors we find. For example, if you made an error in adding up the amount of your deposit, we can correct your Account records to reflect the actual amount deposited. We can correct errors even if we gave you a receipt for the incorrect amount or already posted the incorrect amount to your Account. We can supply your endorsement if it is missing from any check or other item you deposit. If a check or other item was not properly payable, we can decline to credit your Account for the amount of the check or other item.

We reserve the right to refuse to accept any check or other item to be deposited. In particular, we will not accept deposits of any checks or other instruments that cannot be mechanically processed by our check/item processing hardware and software, or otherwise be processed and paid in accordance with our standard practices or with standard check/item collection practices of banks in general (e.g. checks in the amount of \$100 million or greater).

When we credit your Account for a check or other non-cash item you deposit, the credit is conditional. This means we can revoke the credit if the check or other item is dishonored or not paid for any reason, even if we are unable to return, or there is any delay in returning, the unpaid check or other item to you. We can also revoke a credit for any other reason if permitted under applicable law. You agree to waive the requirements of any law limiting the time within which we must revoke a credit or requiring us to notify you of nonpayment, dishonor or the revocation of a credit.

Some of our branches have established "cut-off" times (e.g. 2:00 p.m.). Deposits received, withdrawals made and other transactions occurring prior to the cut-off time each business day will be posted to Accounts as of that day. Deposits received, withdrawals made and other transactions occurring after the cut-off time will be posted to Accounts as of the next business day. Deposits received, withdrawals made and other transactions occurring on any non-business day will be posted as of the next business day.

Deposits containing 500 or more checks may be subject to a branch specific cut-off time. If a cut-off time applies it will be posted at the branch. Deposits of 500 or more checks made at a branch before the posted cut-off time will be considered received that business day. Deposits of 500 or more checks made at the branch after the posted cut-off time will be considered a next-business day deposit and processed accordingly. Cash is not subject to the cut-off time and will be verified and credited the same-day. The cut-off time may vary by location but will not be earlier than 2:00 p.m. local time.

Items sent to us in the mail for deposit are not considered to have been received by us until delivered to us by the U.S. Postal Service. Items placed in one of our night depository boxes or similar boxes at our facilities are not considered received until we remove them (which usually occurs by 9:00 a.m. on business days). Items delivered to us electronically are not considered to have been received by us until accepted by us. Until we receive them, you bear the risk that deposits will be lost, stolen or destroyed.

We make the funds you deposit available for withdrawal in accordance with our Funds Availability Policy, which accompanies this Agreement. Until the funds become available, you cannot withdraw them or write checks against them and we can refuse to permit withdrawals or pay checks if the funds do so are not yet available.

You may not deposit remotely created checks (items not bearing the maker's signature, but purporting to be authorized by the maker) to an account with us without our prior, express written consent. This provision does not apply to checks created on your behalf by the paying bank. If you deposit remotely created checks with us, you agree that we may withhold a portion of the proceeds of such drafts or other funds in your Accounts in a reserve account, in an amount that we reasonably believe may be needed to cover future chargebacks, returned items, and/or claims that such drafts were unauthorized. You grant us a security interest in the reserve account. Unless we agree otherwise in writing with you, reserve funds shall not bear interest. Our rights to charge your Account for returned remotely created checks will not be limited by the balance or existence of any reserve. Our rights with respect to the reserve, as well as the security interest granted to us, shall survive the termination of this Agreement. We may discontinue accepting remotely created checks at any time without cause or prior notice.

Restriction on Deposit of Substitute Checks. You are prohibited from depositing or cashing any substitute check with us that was not previously created by a financial institution and then transferred to you, unless you have signed a separate service agreement with us that governs this process. Please

contact your Account Officer to discuss these services for business customers in greater detail. In the event you deposit a substitute check without our prior authorization and we subsequently process the substitute check, you assume all risk of losses, damages, liabilities and other obligations that may arise as a result of your action, and you agree to indemnify and save us harmless in the manner described in the section titled **Adverse Claims; Interpleader; Legal Process** from all losses, damages, liabilities, obligations, expenses and costs that we incur as a result of your action. Substitute checks created by us or another financial institution that are returned to a customer unpaid (i.e. a substitute check of a deposited item returned unpaid) may be redeposited in accordance with applicable rules, regulations and laws.

IMPORTANT NOTICE TO BUSINESS CUSTOMERS REGARDING INTERNET GAMBLING.

The Unlawful Internet Gambling Enforcement Act (UIGEA) prohibits any person or other entity from making or accepting a Restricted Transaction as defined in UIGEA and Regulation GG. All Restricted Transactions at KeyBank are prohibited. We have established certain policies and procedures designed to identify and block, or prevent payment of, any Restricted Transaction involving your Account(s) with us. Also we may at our sole discretion block or prevent payment of all Internet gambling transactions without notice to you. You hereby acknowledge and agree that we shall have no obligation or liability of any kind for blocking, or failing to block, any Restricted Transaction or other Internet gambling transaction.

4. Collection of Items Deposited. When you deposit or ask us to pay a check or other item that is not drawn on us, we act as your collecting agent to obtain payment for you. We may forward these items directly or indirectly to any other bank, including the bank on which the item is drawn. Items and their proceeds may be handled by any Federal Reserve Bank in accordance with applicable Federal Reserve rules, by clearinghouses in accordance with their rules, and by other banks in accordance with common bank practices. You agree that all rules, regulations and practices of Federal Reserve Banks and clearinghouses also apply to the payment and collection of the checks and items you give us. When we act as your collecting agent, we assume no duties or responsibilities (other than to use ordinary care), and we are not responsible for the actions of any Federal Reserve Bank or other bank or clearinghouse that handles the check or item during the collection process. You agree to reimburse us for any loss we may sustain (or damages we must pay another person for their loss) resulting from the condition of any check or item you deposit. This includes illegible and missing signatures, numbers or other information, instructions and disclaimers on the front or back of the check or item, and use of the space on the back of checks reserved for endorsement by banks that handle the check for collection.

5. Withdrawals. Federal law requires us to impose special rules limiting withdrawals from some Accounts. The rules differ depending on the type of Account.

- **Checking Accounts.** Checking Accounts consist of two subaccounts: a checking subaccount and a savings subaccount. All of the provisions of this Agreement and all of the terms and conditions governing your Checking Account apply to the Account as a whole without reference to the subaccounts, except as provided in this section. If your Checking Account earns interest, the interest rate will apply to both subaccounts. If your Checking Account does not earn interest, no interest will be paid on either subaccount.

We transfer funds in the checking subaccount to the savings subaccount when such funds are not needed to pay checks, debits, or other items drawn on your Checking Account. We may sweep the entire balance into the savings subaccount during the weekend when no items will post to your Checking Account. We may also establish a threshold balance in the checking subaccount and transfer any funds in excess of the threshold balance to the savings subaccount. All checks, debits and other items will be paid from balances credited to the checking subaccount. All deposits and credits will be credited to the checking subaccount. We periodically reallocate the balances between the subaccounts to make funds available in the checking subaccount to pay checks, debits and other items drawn on your Checking Account. These transfers will be the only transactions on the savings subaccount. We will not allow more than six transfers per monthly statement period from the savings subaccount and, if a sixth such transfer is made, all funds in the savings subaccount will be transferred to the checking subaccount for the remainder of the monthly statement period.

In accordance with federal law, we reserve the right to require seven days' prior notice of any transfer from a Money Market Checking Account (Negotiable Order of Withdrawal). Subject to these limitations, you can make an unlimited number of withdrawals in person or by check and arrange for preauthorized transfers and withdrawals, including telephone transfers.

- **Savings Accounts.** Savings Accounts have no check-writing privileges unless we specifically tell you that you may write checks on your Account. On Savings Accounts, you may withdraw money in person at our branches, arrange for preauthorized transfers and withdrawals and, if your Savings Account has check-writing privileges, write checks, subject to the following limitation: during any monthly statement period, you are permitted or authorized to make no more than six transfers and withdrawals to another KeyBank account of yours (including a transaction account) or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card or similar order payable to third parties, including transfers to third parties made through an automated teller machine or telephone and point of sale transactions posted to your Account. You can make an unlimited number of withdrawals in person at an ATM or at any of our branches. You can also make an unlimited number of transfers through an ATM from one Checking or Savings Account to another Checking or Savings Account. We reserve the right to require seven (7) days prior written notice of any intended withdrawal (whether made in person, by check, by telephone or by preauthorized transfer or withdrawal).
- **Time Accounts.** When you open a Time Account, you are agreeing to keep your funds on deposit with us in that Account until the maturity date. We are not required to allow you to withdraw any or all of the funds in the Account until the maturity date. If we do allow a withdrawal, we may require you to withdraw the full balance in the Account and pay an early withdrawal penalty. Unless the disclosures given when you open a Time Account provide otherwise, you cannot change the terms of this Account, make additional deposits or partial withdrawals either during the term or during any grace period after maturity.
- **Retirement Accounts.** Most of the restrictions on withdrawals described above will apply to Accounts that are retirement Accounts. Certain other restrictions will also apply. Refer to the documents governing your retirement Accounts for a complete description of these restrictions.

For Accounts on which we have reserved the right to require prior notice of withdrawal, if we exercise that right we can refuse to allow any withdrawal for which proper notice was not given. This means, for example, that we can refuse to pay checks written against the Account. If we take these actions, we are not liable to you for wrongful dishonor, for failure to release your funds or for any other reason.

For Savings Accounts, if you exceed any of the limits on transactions, withdrawals, or checks, we may close your Account or convert your Savings Account to a Checking Account. If we convert your Account, you agree to pay all fees we charge on Checking Accounts and comply with all other terms and restrictions applicable to Checking Accounts.

You authorize us to transfer money from one Checking Account or Savings Account to another Checking Account or Savings Account, or to a third party, when we receive instructions to do so from you over the telephone. You agree that we may record any of your telephone calls to us when making a telephone transfer.

If we ask, you must provide us with identification or other documents or information acceptable to us in order to withdraw funds from your Account. If we ask, you also must sign a document acknowledging that you received the funds withdrawn.

You must use only the forms made available through us, or other forms approved by us, when making deposits to, withdrawals from, or writing checks on, your Account. All forms of checks must be standard size, bear your name and address, our name and address, and the appropriate routing/transit and Account numbers, and be capable of being processed by our MICR check/item processing hardware and software.

6. Posting Order; Payment of Items; Overdrafts; Substitute Checks. We may change the posting order at any time with notice to you. We establish different processing groups that are based on the date and/or time a transaction was initiated such as transactions made by you after normal business hours or items initiated by us. For example, consumer or small business account transactions that you make on a Saturday or Sunday are posted prior to a transaction you make during normal business hours on the next business day.

The processing groups established depend on your Account type. For all consumer (excluding Nursing Home Direct Deposit and Key Pre-Need Funeral Trust) and the following small business Account types, KeyBank Basic Business Checking, Key Business Gold Money Market Savings, Key IOLTA, Key Interest on RE Trust, Non-IOLTA Lawyer Trust Account, Key Business Saver, Key Business Reward Checking, KeyBank Business Interest Checking, Key Business Silver Money Market Savings, Key Business Basics Checking, Key Business MajorSaver Money Market Savings, Key Business Platinum Money Market Savings, and Key Business Money Market Savings, cutoff times were established to classify transactions as either prior day or current day. This results in two processing groups: (1) the *prior day* transactions processing group and (2) the *current day* transactions processing group. Transactions that are classified as prior day include but are not limited to the following:

- Transactions initiated by you in a branch after the branch's business day cutoff; including branch transactions conducted on Saturday.
- ATM, debit card PIN/POS, telephone, and online banking transactions conducted between 7:00 p.m. and midnight local time (local time is based on the state where you opened your Account) on the previous day; including transactions conducted between 7:00 p.m. Friday through midnight Sunday local time.
- Debit card signature transactions with an authorization date (when available, otherwise we will use the settlement date) that is prior to the current processing date are considered prior day transactions.
- Mobile Banking deposits made on a previous day to a consumer Account
 - between 7:00 pm. and midnight local time to a consumer Account opened in AK;
 - between 8:00 pm and midnight local time to a consumer Account opened in OR or WA;
 - between 9:00 pm and midnight local time to a consumer Account opened in CO, ID or UT
 - between 11:00 pm and midnight local time to a consumer Account opened in IN, KY, MI, OH, FL, NY, ME or VT
 including Mobile Banking deposits conducted between these time periods on Friday through midnight Sunday local time (local time is based on the state where you opened your Account).

All transactions not classified as prior day are considered current day transactions. Prior day transactions will post using the current business day's processing date.

The following chart reflects the current posting order for categories within the processing groups for all consumer (excluding Nursing Home Direct Deposit and Key Pre-Need Funeral Trust) and certain small business (refer to list above) Account transaction types. Certain limited exceptions may apply.

| Processing Group | Primary Posting Categories | Examples of Transactions included in Posting Categories | Sort Order |
|------------------|---|---|--|
| Prior Day | Pending Credits | Reversed signed debit card purchase | Low to high dollar amount |
| | Credits | ATM deposit, branch deposit | Low to high dollar amount |
| | Overdraft Item and Return Item Charges | Charges from overdraft/return items occurrences from the previous day | Low to high dollar amount |
| | Branch Withdrawals | | Low to high dollar amount |
| | ATM & Debit Card transactions (pending & settled) | ATM withdrawal, pending signed debit card purchase, posted signed debit card purchase | Authorization date/time; if no authorization date/time, then by settlement date/time; if no settlement date/time, then low to high dollar amount |
| | Checks | | Check number; if no check number, then low to high dollar amount |
| | All Other Debits | ACH debit, E-Check, online banking bill pay | Low to high dollar amount |
| Current Day | Pending Credits | Reversed signed debit card purchase | Low to high dollar amount |
| | Credits | ATM deposit, branch deposit | Low to high dollar amount |
| | Wire Transfers | | Low to high dollar amount |

| | | |
|---|---|--|
| Branch Withdrawals | | Low to high dollar amount |
| ATM & Debit Card transactions (pending & settled) | ATM withdrawal, pending signed debit card purchase, posted signed debit card purchase | Authorization date/time; if no authorization date/time, then by settlement date/time; if no settlement date/time, then low to high dollar amount |
| Checks | | Check number; if no check number, then low to high dollar amount |
| All Other Debits | ACH debit, E-Check, online banking bill pay | Low to high dollar amount |
| OD Protection Transfer | Automatic advance from Cash Reserve Credit (credit), Automatic Pymt. to Cash Reserve Credit (debit) | As applicable |
| Service charges | Overdraft Item Charge, Maintenance Service Charge | As applicable |

For all other business account type transactions we will post items from highest dollar amount to lowest dollar amount within certain categories. The following is the current posting order for all other business account type transactions. Certain limited exceptions may apply.

We post all transactions as current day transactions in the following order:

Pending Credits, Pending Debits, Credits, Wire Transfers, other types of transfers, Debits All Other

Withdrawals by check are permitted only on Checking Accounts and on Savings Accounts with check-writing privileges. You agree that, when a check or other item drawn on or payable from your Account is presented for payment, we can disregard any legends on the check (such as "void after 60 days", "paid in full" or "void over \$100"), any restrictive endorsements or other information, instructions and disclaimers that would limit or tend to limit the negotiability of the check or other item. In our discretion, we may process or decline to process any check more than six months old. We can also pay photocopies of checks accompanied by a representation that the original was lost or destroyed. You also agree that we can pay checks before the date set forth on the check (i.e. "post dated checks"). We have this right even if you give us notice that you wrote a post dated check. In order to prevent a post dated check from being paid, you must give us a valid stop payment order.

We may debit your Account on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your Account has been deposited for collection in another financial institution. We pay checks or other items from the funds that we determine, in our discretion, are "available" for withdrawal from your Account. Some or all of the funds in your Account may not be "available." For example, for point-of-sale transactions the funds in your Account that are "available" may be reduced by the amount of any transaction for which the merchant/payee receives authorization from us, whether or not the transaction has been presented for payment. We may consider such pending transaction for the purpose of determining the amount of funds in your Account to be used to pay other items presented against your Account. In addition, funds you deposit may not be immediately available under our Funds Availability Policy. Likewise, we may have placed a "hold" on some or all of the funds in your Account because, for example, we reasonably believe a court order has restrained us from releasing funds to you. We will not be liable to you for damages, wrongful dishonor, or additional fees incurred if we dishonor or decline to pay a check or other item drawn on or payable from your Account if the Account has insufficient available funds to pay the check or other item. We do not have to check the balance in your Account more than once to determine if there are available funds. If an item is presented for payment against your Account and is returned for any reason more than twice, we reserve the right to cease any further negotiation of the item.

If you make a check or other item payable to the order of more than a single payee, and the check or item is presented to us for payment without the endorsement of one or more payees, you authorize us to pay the item and charge your Account. In such event, we will assist you, to the extent we deem practicable, in obtaining any such missing endorsement(s), or any reimbursement to which you may be entitled.

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you, as a consumer, have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.

THE FOLLOWING APPLIES TO CONSUMER ACCOUNTS ONLY

What are your rights as a consumer regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

THE FOLLOWING APPLIES TO CONSUMER ACCOUNTS ONLY

How should you as a consumer make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us by calling 1-800-KEY2YOU (1-800-539-2968) (TDD 1-800-762-4833), or write: KeyBank, Customer Disputes, NY-31-17-0128, 17 Corporate Woods Blvd., Albany, NY 12211. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include-

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and the following information to help us identify the substitute check: (identifying information, for example the check number, the Account number, your name, the name of the person to whom you wrote the check, the amount of the check and the posting date the check appears on your statement).

If you tell us orally, we may require that you send us your request for a refund in writing by the 10th business day after the banking day on which the bank received your oral notice. We will tell you the results of our investigation within 10 business days after we hear from you. If we need more time, however we may take up to 45 calendar days to investigate your claim. If we ask you to put your request for a refund in writing and we do not receive it within 10 business days, we may not credit your Account. We will tell you the results no later than the business day after the banking day we complete our investigation. If we decide your claim is not valid, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

7. Stopping Payment. You can ask us to stop payment on a check drawn on your Account. In order to place a stop payment request, you must inform us of the exact amount of the item, the number of the check, the date of the check, the Account number, and any other information we may request. A stop payment confirmation will be mailed to you. You must review the specific details on the confirmation for accuracy, and call us immediately if any of the information is not accurate. A stop payment request is effective for only six (6) months, unless you specifically request the stop payment be effective for 12 months. You may renew a stop payment prior to its expiration. Refer to the Deposit Account Fees and Disclosures for stop payment fee details. We are not liable for payment of a check or other item if a stop payment request has expired and not been renewed. In some states and under certain limited circumstances, you may stop payment on official checks and on certified checks.

We are not liable for failing to stop payment if you have not given us sufficient information or if your stop payment request comes too late for us to act on it. We are entitled to a reasonable period of time after we receive your stop payment request to notify our employees and take other action needed to stop payment. You agree that "reasonable time" depends on the circumstances but that we will have acted within a reasonable time if we make your stop payment request effective by the end of the next business day following the business day on which we receive your stop payment request. If we stop payment, you agree to defend and pay any claims raised against us as a result of our refusal to pay the check or other item on which you stopped payment.

If we recredit your Account after we have paid a check or other item over a valid and timely stop order, you agree to sign a statement describing the dispute you have with the person to whom the check or item was made payable. You also agree to transfer to us all of your rights against the payee and any other holder, endorser or prior transferee of the check or item and to cooperate with us in any legal action taken to collect against the other person(s).

If we are liable for inadvertently paying your check over a stop payment order, you must establish the amount of your loss caused by our payment of the check. We will pay you only the amount of the loss, up to the face amount of the check.

You may request us to stop payment of electronic funds transfers from your Account. You must refer to other agreements and disclosures for information regarding stopping payment on electronic funds transfers.

8. Account Disclosure and Fees. When you opened your Account, we gave you disclosures containing additional terms and conditions relating to your Account and listing fees that may be payable to us. You agree to comply with the terms and conditions disclosed and to pay us the fees and charges imposed by us on your Account. We can deduct any or all these fees and charges from your Account. We are not liable for dishonoring or declining to pay a check or other item drawn on or payable from your Account if your Account does not contain sufficient "available" funds as a result of our deducting fees and charges from your Account. We can change these fees at any time. We will give you prior notice of the change if we are required to do so under applicable law.

All fees are "deposit account service charges" under Title 12, Code of Federal Regulations, Section 7.4002 (12 C.F.R. section 7.4002). These fees are assessed for the inconvenience and additional administrative resources that we incur or require to provide the associated services. All fees charged in connection with an overdraft are designed to deter you from overdrawing your account and/or allowing such overdrafts to continue and thus to maintain the safety and soundness of our operations. No loan or extension of credit is or is intended to be established by our honoring of an overdraft. On certain Accounts, an overdraft line of credit is available. Please contact us for additional information if you are interested in an overdraft line of credit.

9. Signature Cards and Resolutions; No Two Signer Accounts. We are entitled to rely upon and treat as genuine the names, titles and signatures shown on any Account signature cards and Account Express Plan, or other written documentation acceptable to us, delivered by you or your officers, employees or agents on your behalf, unless you notify us otherwise in writing. If we require you to deliver certified copies of resolutions or sign our depository resolutions to open an Account, we are entitled to rely upon such resolutions and certifications, without investigation by us, unless you or your authorized representative notify us otherwise in writing.

You agree that we can pay checks drawn on your Account and made payable to any of your officers, partners, employees or agents and we may cash and pay such checks without inquiring about the authority of the payee or person who signed the check on your behalf. Subject to the statement review provisions contained in Section 10 below, if the signature cards or resolutions related to your Account are unavailable for any reason, you agree that we can rely upon the titling contained in your most recent Account Statement for purposes of determining the ownership of the Account.

We do not offer Accounts on which two signatures are required for a check or other withdrawal. Notwithstanding any provisions to the contrary on any signature card or other agreement you have with us, you agree that if any Account purports to require two or more signers on items drawn on the Account, such provision is solely for your internal control purposes and is not binding on us. If more than one person is authorized to write checks or draw items on

your Account, you agree that we can honor checks signed by any authorized signer, even if there are two or more lines on the items for your signature and two signatures are required.

10. Account Statements; Limitation on Time to Report Unauthorized Transactions, Forgeries and Errors. You should review and balance your Account statements promptly after you receive them or, if we are holding them for you, promptly after we make them available to you. If you don't receive an Account statement by the date when you usually receive it, call us at once. We will not mail a paper monthly statement if there is no activity on the account during that statement period. However, you will receive a deposit account statement quarterly, even if there is no activity during that period. This is not applicable to you if you currently receive quarterly statements, a monthly paper combined statement or an online electronic monthly statement. You must review your statements to make sure that there are no errors in the Account information. You agree that if you give out your Account number to a third party, such act authorizes the recipient of the information to initiate debits to your Account, whether or not you have authorized the particular debit.

On Accounts with check-writing privileges, you must review your statement and any canceled checks we send you and report unauthorized transactions including forgeries, alterations, missing signatures, amounts differing from your records, or other information which might lead you to conclude that a transaction was not authorized or a check was forged or that, when we paid the check, the proper amount was not paid to the proper person. You have this duty even if we do not return checks to you or we return only an image of the check. You should notify us as soon as possible if you think there is a problem.

If we are holding your Account statements for you at your request, the statements become "available" on the day they are available for you to pick up. This means, for example, that the period in which you must report any problem with an Account begins on the day we make the statement available, even if you do not pick up the statement until later.

Because of the high volume of items we must process and the largely automated nature of such processing, you agree that we will not be considered to have failed to exercise ordinary care if we do not manually examine all items. All checks, withdrawal forms, and deposit slips must be on forms obtained through us or which we approve in advance. You are responsible for verifying the accuracy of all information on such forms. Our liability, if any, for any printing errors on forms obtained through us is limited to the cost of replacement of such forms. We are not responsible for errors or losses you may incur due to improper printing on forms not obtained through us or approved by us in advance.

If you choose to use a facsimile signature device, you agree that we are not liable for honoring checks bearing facsimile signatures or facsimile endorsements. This means we will not recredit your Account if your facsimile signature is forged or use of the facsimile device was unauthorized.

If you have made arrangements with us to review electronic information about checks presented for payment, we are not liable for any errors or problems with checks you authorize us to pay. You agree that we will not be considered negligent in paying checks presented to us electronically through normal banking channels prior to receiving the actual check or paying checks even if we do not check the signature on the checks we pay.

If you assert against us a claim that a transaction was not authorized or an item was not properly payable because, for example, the item was forged or an endorsement was forged, you must cooperate with us and assist us in seeking criminal and civil penalties against the person responsible. You must file reports and complaints with the appropriate law enforcement authorities and promptly provide us with copies of such reports and complaints. You must also give us a statement, under oath, about the facts and circumstances relating to your claim. If you fail or refuse to do these things, we will consider that you have ratified the defect in the item and agree that we can charge the full amount of the item to your Account.

You must notify us as soon as possible after receiving your Account statement if you believe there is an error or irregularity of any kind, including any unauthorized transaction or signature, lack of signature or alteration. You agree that thirty (30) days after we mailed a statement (or otherwise made it available to you) is a reasonable amount of time for you to review your Account statement and report any errors or other irregularities. In addition, by law we may be relieved of any potential liability for multiple unauthorized signatures or alterations by the same wrongdoer if you do not notify us in writing within thirty (30) days after your statement containing the first such irregularity was mailed or otherwise made available to you. Similarly, by law we may be relieved of any potential liability for losses arising due to your negligence. You agree that failure to report any error or irregularity in writing within thirty (30) days after we mailed your statement (or otherwise made it available to you) shall preclude you from recovering any amounts from us. No legal proceeding or action shall be brought by you against us to recover any amount alleged to have been improperly paid out of the Account (as well as related losses) due to an unauthorized transaction or signature, alteration or other defect unless (1) you have given the written notice provided above, and (2) such action shall have been commenced within the time required by applicable law. Transactions involving electronic funds transfers may be governed by the Electronic Fund Transfer Act and may be subject to KeyBank's Terms and Conditions for Electronic Fund Transfer Transactions.

You may not deposit remotely created checks (items not bearing the maker's signature, but purporting to be authorized by the maker) to an account with us without our prior, express written consent. This provision does not apply to checks created on your behalf by the paying bank. If you deposit remotely created checks with us, you agree that we may withhold a portion of the proceeds of such drafts or other funds in your Accounts in a reserve account, in an amount that we reasonably believe may be needed to cover future chargebacks, returned items, and/or claims that such drafts were unauthorized. You grant us a security interest in the reserve account. Unless we agree otherwise in writing with you, reserve funds shall not bear interest. Our rights to charge your Account for returned remotely created checks will not be limited by the balance or existence of any reserve. Our rights with respect to the reserve, as well as the security interest granted to us, shall survive the termination of this Agreement. We may discontinue accepting remotely created checks at any time without cause or prior notice.

Upon your authorization, or to the extent permitted by law, we may at our option send or otherwise make available your statements in an electronic medium, rather than mailing you a paper-based statement.

11. Time Account Certificates. All of the Time Accounts we currently offer are "book entry" Accounts, which means that the Time Account is owned by the person(s) shown on our records, and no certificate is issued by us on the Account. All Time Accounts are non-negotiable and non-transferable. We formerly issued certificates on some Time Accounts and, if we issued a certificate on your Time Account, you must present the certificate in order to make a withdrawal or close the Account. You should notify us at once if your certificate is lost or stolen. At our option, you must give us a bond from a surety company satisfactory to us in an amount not exceeding the balance in the Account, or other satisfactory indemnity, if you close a certificate Account without giving us the certificate.

12. Joint Personal Accounts; Survivorship Accounts. For Personal Accounts, if there are more than one of you, your Accounts are "joint Accounts." All deposits in joint Accounts are the property of each owner as joint tenants with rights of survivorship. While all owners are alive, we can honor checks or orders drawn by any owner, honor requests for withdrawals from any owner, release the entire amount on deposit in the joint Account to any owner, allow any owner to close the joint Account, and allow any owner to take all actions that a sole owner could take. Any owner can pledge the joint Account as security or grant a power of attorney to appoint an attorney-in-fact. However, we reserve the right to require the consent and signatures of all joint Account owners to take these actions. Each of you appoints all of the other owners as your true and lawful agents and attorneys-in-fact to conduct any and all

banking business relating to your joint Accounts. Each of you also agrees that any other joint owner may endorse your name on any check made payable to you for all purposes, including depositing the check in your joint Account.

You agree that we can follow the directions given, and take action requested by, any owner, even if the directions or actions to be taken are inconsistent with directions or instructions to act given by another owner. We are not liable for continuing to honor checks or other orders drawn on the joint Account by any owner or withdrawals made by any owner even after receiving notice from another owner not to do so. If we do receive notice, we may, but are not obligated to, refuse to honor any checks, orders or withdrawals from the joint Account unless all owners agree in writing. You agree that we can place a hold on funds in your joint Account or pay funds from your joint Account if we receive a garnishment, levy or other governmental order directed against any owner, even if the funds in the joint Account were not deposited by the owner against whom the order is directed.

For joint Accounts "with rights of survivorship" while all owners are living, each joint owner has the rights described above for joint Accounts. When any owner dies, the amounts on deposit in the joint Account pass to the surviving owners. The right of any survivor to obtain his or her share of the deceased owner's funds in a joint Account is subject to our right of set-off and the rights of any person (including us) that holds a security interest in or has any claim to funds in the joint Account.

On all joint Accounts, whether or not "with rights of survivorship," we may honor checks, orders, or requests for withdrawals from the surviving owners after the death of an owner. On joint Accounts without rights of survivorship, we may also honor checks, orders, or requests for withdrawals from the personal representative or legal successor of the deceased owner.

13. Payable on Death Accounts. In some states we offer Personal Accounts that are payable on death ("POD"). POD Accounts permit you to designate one or more beneficiaries to receive the funds on deposit in an Account after your death. Until your death, you are the owner of the Account and the beneficiary has no present, vested interest in the Account. You can change a beneficiary at any time. The beneficiary's right to receive the funds in the Account after your death is subject to our right of set-off and to the rights of any person (including us) that holds a security interest in or has any claim to the funds in your Account. On joint POD Accounts, the beneficiary's right to receive the deceased owner's share is subordinate to the surviving owners' rights and the beneficiary will not receive any funds unless all Account owners are deceased. In order to designate a beneficiary, a designation of beneficiary form must be completed and signed by you. If no beneficiary form is available, we will presume that no designation of POD exists.

14. Fiduciary and Custody Accounts. Trust Accounts and custody Accounts are fiduciary Accounts in which funds are held by a trustee or custodian for the benefit of another person. We offer a variety of these types of Accounts where permitted by applicable law.

An "in trust for" Account is an Account in which you name yourself as trustee in trust for one or more persons without otherwise establishing a written trust agreement. As with POD Accounts, you are the owner of the Account and the persons you name are considered beneficiaries and have no right to receive funds in the Account until all owners are deceased. The beneficiary's right to receive funds in the Account is subordinate to the rights of any other person (including us) that holds a security interest in or has a claim to the funds in the Account.

A Uniform Gift to Minors Act/Uniform Transfers to Minors Act ("UGMA/UTMA") Account is an Account established under a state law governing gifts or transfers to minors. In general, state law treats the minor as the owner of the Account and the custodian or trustee must hold funds in the Account solely for the benefit of the minor. State laws may restrict the trustee's or custodian's rights to use or withdraw the funds, regulate the appointment of a successor trustee/custodian and require the distribution of funds to the minor when the minor reaches a certain age. You must comply with all of these rules in order to maintain a UGMA/UTMA Account.

Some states have specific laws governing other specific types of fiduciary Accounts, such as Lawyer Trust Accounts. If you establish one of these types of Accounts you agree to comply with all of the laws applicable to such types of Accounts.

With all fiduciary and custody Accounts, the owners and beneficiaries of the Account agree that we will not be liable if the trustee or custodian commits a breach of trust or breach of fiduciary duty, or fails to comply with the terms of a written trust agreement or comply with applicable law. We are not responsible for enforcing the terms of any written trust agreement or applicable law against the trustee or custodian and can rely on the genuineness of any document delivered to us, and the truthfulness of any statement made to us, by a trustee or custodian.

15. Powers of Attorney. A power of attorney gives a person you designate as your "attorney-in-fact" the power to handle your affairs on your behalf while you are alive. For joint Accounts, we may require the consent and signatures of all Account owners in order to appoint an attorney-in-fact. All owners of the Account will be bound by any actions taken by the attorney-in-fact in connection with the Account. We do not honor powers of attorney on Business Accounts or Accounts owned by corporations, associations, partnerships, limited liability companies or on Accounts owned by fiduciaries. On other Accounts, we reserve the right not to honor powers of attorney. We will not honor a power of attorney unless it is in a form acceptable to us. We will not honor powers of attorney that do not survive your disability or declared incompetence, or that have limits on the time the power of attorney is in effect. We also will not honor any general power of attorney that does not specifically include detailed provisions granting the power to conduct all banking business on your behalf. If we decide to honor a power of attorney, we can later decide not to honor it any longer. Any attorney-in-fact appointed by you is subject to this Agreement.

16. Closing Accounts. We reserve the right to close any or all of your Accounts at any time for any reason whatsoever, including, but not limited to, because you have an excessive number or amount of overdrafts or your account is overdrawn for more than 10 days. If we do so, we will return the balance in the Account (less any amounts owed to us) to you by mailing a check to you at the address listed on our records. Subject to our right to require prior notice of withdrawal on some Accounts as described above, you may close any or all of your Checking Accounts or Savings Accounts at any time for any reason whatsoever.

If an Account is closed, you remain liable for all fees and charges incurred through the date the Account is closed. You also remain liable for all checks and electronic funds transfers drawn on the Account that have not been presented to us for payment and deducted from the Account prior to the time the Account is closed. We are not required to pay you interest that has accrued but not been credited to your Account prior to the date the Account is closed.

17. Inactive Accounts/Unclaimed Funds. We will consider a Checking Account or Savings Account to be inactive if there are no deposits or withdrawals for a period of one (1) year. If your Checking Account or Savings Account is inactive we may, in our discretion, decide not to pay checks or honor other requests for withdrawals on the Account until we receive proof that you have signed the checks or authorized the withdrawal.

For Time Accounts that are auto-renewing, the applicable period according to state law for determining whether there has been activity commences at the expiration of its initial term. The start of a new term does not constitute activity in the absence of other activity.

State law requires us to transfer the balance in all Accounts to a state agency after a certain period of no withdrawals, deposits or other activity on the Account and no contact with the Account owner.

If this happens to your Account, you must file a claim with the state agency to recover the funds. We are not liable for funds transferred to the state agency.

18. Death/Incompetence. Your death, or a declaration that you are legally incompetent to handle your affairs, does not end our authority to pay checks signed by you, to accept deposits or to collect items deposited until we receive written notice of your death or declared incompetence. Even after we receive notice, we can pay checks drawn by you before your death or declared incompetence for up to ten (10) days or any longer period permitted under applicable law.

On joint Accounts, your death or declared incompetence does not affect the rights of any other owner of the Account to make deposits, make withdrawals or, if applicable, write checks. We may require the surviving owners and any POD beneficiary to provide reasonable proof of your death or incompetence and, in some states, provide any tax releases or other documents or consents needed from government authorities before we pay any checks drawn on your joint Account or allow the surviving owners or your beneficiary to withdraw any funds from the Account. Each of you is responsible for notifying us when any other joint owner of an Account dies.

Checks or other items made payable to a deceased joint Account holder (e.g. Social Security checks or electronic deposits) must be returned to the issuer and may not be used, cashed or disposed of in any other way by the surviving Account holders. If such items are used, cashed or disposed of by any one or all of the surviving Account holders each Account holder remains liable for the amount of the item and any charges incurred as a result of the improper use of the item. In our discretion, we can charge your Account for the amount of these items and remit payment to the issuer of the item.

19. Our Right of Set-off. We reserve the right to withdraw at any time some or all of the funds that may now or later be on deposit in any or all of your Accounts and apply them to the payment of any debts (other than amounts you may owe us on a personal credit card account with us) you may now or later owe us. We also have the right to set-off against any direct deposit from the federal government to which you are not entitled to. We have this right even if the Account(s) we withdraw money from is a joint Account and the debt we apply it to is owed by only one of you. Likewise, we could withdraw money from an Account owned by only one person and apply it to reduce the joint debt of that person and another person. Our rights under this section are in addition to any right of set-off we may have under applicable law. You agree that our right of set-off is not conditioned on, or limited by, the complete mutuality of the parties obligated on the debt and owners on your Account, the maturity of the debt, the giving of notice to you, or the availability of any collateral securing the debt.

We also have the right to place a hold on funds in your Accounts if we have a claim against you or pending exercise of our right of set-off. If we place a hold on your Account, you may not withdraw funds from the Account and we can refuse to pay checks drawn on the Account.

20. Adverse Claims; Interpleader; Legal Process. We need not honor any claim against or involving an Account unless we are required to do so by order of a court or governmental agency that has jurisdiction over us. This rule applies to any person asserting any rights or interest regarding an Account, including you and other persons who are authorized to make withdrawals or write checks or who present a power of attorney signed by you.

If we receive notice of any claim or dispute or of any legal proceeding we reasonably believe involves you or any of your Accounts, in our discretion we may suspend transactions on any Account which we believe to be affected until final determination of the claim or proceeding. We may place a hold on any funds in the Account and suspend transactions whether the affected Account is in your name alone or is a joint Account. Suspension of transactions may, in our discretion, involve placing a hold on any funds in the affected Account or transferring funds from the affected Account to a separate suspension account throughout the pendency of the claim, dispute, or legal proceeding. An Account may be suspended even though the suspension may have been due to inadvertence, error because of similarity of the names of depositors, or other mistake. We also may act upon any notice of garnishment, levy, restraining order, injunction, subpoena or other legal process we reasonably believe to be valid, without independent verification by us. You agree that we are not liable for any damages or losses (including claims based on the return or dishonor of checks) to you caused by the suspension of your Account or action taken in response to legal process, as long as we acted in good faith.

You agree to indemnify us against all losses, costs, attorneys' fees, and any other liabilities that we incur by reason of responding to or initiating any legal action, including any interpleader action we commence, involving you or your Account. As part of that indemnity, in the event we incur liability to a creditor of yours as a result of our response or failure to respond to a legal action, you agree to pay us on demand the amount of our liability to your creditor and to reimburse us for any expense, attorneys' fees, or other costs we may incur in collecting that amount from you.

We may, in our sole discretion and without any liability to you, initiate an action in interpleader to determine the rights of persons making adverse claims to your Account. We may exercise this right regardless of whether the persons making the adverse claims have complied with all statutory requirements pertaining to adverse claims, such as posting a bond or giving other surety. Upon initiation of an interpleader action, we will be relieved and discharged of all further duties and obligations. You agree that any costs associated with the action in interpleader will be charged against any Accounts you maintain with us.

21. Assignment; Pledge. You cannot assign or transfer your Account, or pledge your Account as collateral for a loan, without our written consent. We can withhold our consent for any reason. With our consent, any joint owner can pledge the entire Account as collateral for a loan. If we permit you or a joint owner to pledge your Account as collateral for a loan from us, you agree that if the person who pledged the Account dies we can apply the balance in the Account to pay off the loan. You agree that we have this right even if your Account is a joint Account with rights of survivorship or if you have a POD or an "in trust for" Account and have named a beneficiary or beneficiaries to receive your Account balance upon your death.

22. Waiver of Notices. We send periodic statements to you on most Checking Accounts and Savings Accounts to show activity on your Account, including any returned items or other credit and debit entries. You agree that these statements are sufficient notice to you and you waive any right to receive any other notice that may be required under clearinghouse rules, the Uniform Commercial Code or other state or federal laws (other than the federal Electronic Funds Transfer Act and the federal Truth in Savings Act).

23. Check Cashing. You may be required to provide positive identification when you present a check for payment. We may also limit the dollar amount of checks cashed. We provide check cashing privileges only to our customers. We reserve the right to charge a fee to a non-customer if we decide to cash a check for the non-customer, even if the check is drawn on us. You agree that the charging of such fee is not considered wrongful dishonor. Positive identification for a non-customer shall include the non-customer's thumbprint in most states.

24. Addresses; Notices. You agree that if we need to contact you or send you any written (paper-based) information (such as notices, Account statements, checks payable to you, or other communications), we can do so by mail addressed to any of you at the Postal Service address in our records or, at our option, by electronic communication(s) either authorized by you or permitted by law and transmitted by us to your e-mail address in our records. Unless the communication states another effective date, any paper-based communication we send you is effective when mailed to your Postal Service address by delivery to the mail service provider, and any electronic communication we send you is effective when transmitted by us to your e-mail service provider. You must notify us promptly in writing, or by e-mail with written confirmation mailed within five (5) days, if you change your Postal Service or e-mail address or if your e-mail service provider is no longer providing e-mail service for you. In no event shall we have any responsibility, and you hereby release us from all claims and liabilities, for any actions or omissions by you or your e-mail service provider in handling e-mail to or from you, or for any failure in computer hardware, software, or communications lines not maintained by us or under our control.

25. Arbitration Provision. This Arbitration Provision sets forth the circumstances and procedures under which a Claim or Claims (as defined below) may be arbitrated instead of litigated in court. This Arbitration Provision supersedes and replaces any existing arbitration provision between you and us. **This Arbitration Provision will apply to your Account(s) unless you notify us in writing that you reject the Arbitration Provision within 60 days of opening your Account(s). Send your rejection notice to KeyBank National Association, P.O. Box 93752, Cleveland, Ohio 44101-5752. Your notice must include your name, the names of any joint account holders and your Account number(s) and must be signed by at least one of the joint account holders. Your rejection notice should not include any other correspondence. Calling us to reject the Arbitration Provision or providing notice by any other manner or format than as described above will not operate as a rejection of this Arbitration Provision and consequently this Arbitration Provision will become part of this Agreement. Rejection of this Arbitration Provision does not serve as rejection of any other term or condition of your Agreement with us governing your Account(s).**

As used in this Arbitration Provision, the word "Claim" or "Claims" means any claim, dispute, or controversy between you and us arising from or relating to this Agreement or your Account(s), including, without limitation, the validity, enforceability, or scope of this Arbitration Provision or this Deposit Account Agreement. "Claim" or "Claims" includes claims of every kind and nature, whether pre-existing, present, or future, including, without limitation, initial claims, counterclaims, cross-claims, and third-party claims, and claims based upon contract, tort, fraud and other intentional torts, constitutions, statute, regulation, common law, and equity (including, without limitation, any claim for injunctive or declaratory relief). The word "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute, or controversy that arises from or relates to (a) any Account subject to the terms of this Agreement (b) any electronic funds transfer from or to any account, (c) advertisements, promotions, or oral or written statements related to this Agreement or your Account, (d) your application for any Account, and (e) the collection of amounts owed by you to us.

This Arbitration Provision will not apply to Claims previously asserted, or which are later asserted, in lawsuits filed before the effective date of this Arbitration Provision or any prior arbitration provision between you and us, whichever is earlier. However, this Arbitration Provision will apply to all other Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

Any Claim shall be resolved, upon the election of you or us, by binding arbitration pursuant to this Arbitration Provision and the applicable rules of either the American Arbitration Association or J.A.M.S/Endispute in effect at the time the Claim is filed (the "Arbitration Rules"). You may select one of these organizations to serve as the arbitration administrator if you initiate an arbitration against us or if either you or we compel arbitration of a Claim that the other party has brought in court. In addition, if we intend to initiate an arbitration against you, we will notify you in writing and give you twenty (20) days to select one of these organizations to serve as the arbitration administrator; if you fail to select an administrator within that twenty (20)-day period, we will select one. In all cases, the arbitrator(s) should be a lawyer with more than ten (10) years of experience or a retired judge. If for any reason the selected organization is unable or unwilling or ceases to serve as the arbitration administrator, you will have twenty (20) days to select a different administrator from the above list; if you fail to select a different administrator within the twenty (20)-day period, we will select one. In all cases, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties.

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. YOU UNDERSTAND THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ARBITRATION ADMINISTRATOR MAY BE GREATER THAN THE FEES CHARGED BY A COURT.

There shall be no authority for any Claims to be arbitrated on a class action or private attorney general basis. Furthermore, arbitration can only decide your or our Claim(s) and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable Arbitration Rules. Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will pay all fees charged by the arbitration administrator for any Claim(s) asserted by you in the arbitration, after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again.) If the arbitrator issues an award in our favor, you will not be required to reimburse us for any of the fees we have previously paid to the administrator or for which we are responsible. Each party shall bear the expense of that party's attorneys', experts', and witness fees, regardless of which party prevails in the arbitration, unless applicable law and/or this Agreement gives you the right to recover any of those fees from Us. In the event you do not prevail in the arbitration, we will not seek to recover our attorneys', experts' or witness fees from you. This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1 et seq. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of any party, shall provide a brief written explanation of the basis for the award. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$10,000.00, any party can appeal the award to a three-arbitrator panel administered by the arbitration administrator which shall reconsider de novo (i.e., without regard to the original arbitrator's findings) any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

This Arbitration Provision shall survive termination of all of your Accounts subject to this Agreement. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement. In the event of a conflict or inconsistency between the applicable Arbitration Rules and this Arbitration Provision, this Arbitration Provision shall govern.

Contacting Arbitration Administrators

If you have a question about the arbitration administrators mentioned in this Arbitration Provision or would like to obtain a copy of their Arbitration Rules or fee schedules, you can contact them as follows: **American Arbitration Association**, 1633 Broadway, 10th Floor, New York, New York 10019, www.adr.org, (800) 778-7879, Commercial or Consumer Rules, **J.A.M.S/Endispute**, 222 South Riverside Plaza, Suite 1850, Chicago, IL 60606, www.iamse-dispute.com, (800) 352-5267, Financial Services Arbitration Rules and Procedures.

26. Applicable Law. This Agreement and all Accounts shall be governed by the laws of the State of Ohio (without regard for conflict of law rules) and applicable federal law, but with respect to all fees and charges related to your Account, federal law alone shall control.

27. Amendments; Non-Waiver; Severability. We reserve the right to change or add to the terms and conditions of this Agreement or change the terms of your Account at any time. We will give you such notice of the change as we determine is appropriate, such as by statement message or enclosure, letter,

or as posted in the branch, and as required under applicable law. Where applicable law permits, we can notify you of the changes by posting a new version of this Agreement, or a notice of change to Accounts, in our branches.

We may decide not to enforce this Agreement or delay enforcing it in some circumstances or at some times. If we do so, you agree that we can still enforce this Agreement in the same circumstances at another time, in other circumstances or at other times. If any provision of this Agreement is declared by a court to be invalid or unenforceable, the remaining provisions of this Agreement shall be enforced and construed as if the invalid provisions were not contained in this Agreement.

28. Credit Reports. You authorize us to obtain information about you, including a credit report, from third parties. If you ask, you will be told whether a credit report was requested and, if so, the name and address of the credit reporting agency that furnished the report.

29. Disclosure of Account Information. We may share information within the KeyCorp family of companies as well as with unaffiliated third parties external to Key as described in our Privacy Policy. **You specifically consent to us sharing information within the KeyCorp family of companies and with external unaffiliated third parties.**

Note: You may elect to opt out of information sharing, or may be automatically opted-out under your state law, as described in our Privacy Policy. If you are opted out, that election will override this consent to share, except for those instances in which we are otherwise permitted to share by law without your consent.

30. Electronic Authentication or Signature; Electronic Records. At our option we may adopt or accept commercially reasonable authentication procedures and/or electronic signatures to: (a) verify the identity of a sender of Electronic Records, (b) determine the Electronic Record has not been altered during electronic transmission or storage, and (c) authenticate the sender's Electronic Signature and attribute the Electronic Record to such sender. Each party hereto may adopt as its signature an electronic identification consisting of symbol(s) or codes(s) ("**Electronic Signatures**"), which may be affixed to or contained in electronic agreements, records or data ("**Electronic Records**") transmitted by you or us to the other party. Such Electronic Signature so affixed to or contained in any Electronic Record shall be sufficient to verify the originating party and to evidence such party's acceptance of and agreement to be bound by the terms and conditions of such Electronic Record. Neither party shall disclose to any unauthorized person the confidential Electronic Signature of the other party.

31. Enforceability of Electronic Records and Signed Documents. The terms and conditions of any Electronic Record properly transmitted by you or us to the other party shall be considered in connection with any contemplated transaction to be a "writing" or "in writing" and shall be considered as authenticated by an Electronic Signature. Any Electronic Record containing an Electronic Signature ("**Signed Documents**") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from Electronic Records established and maintained by us or our authorized agents in the normal course of business. You agree not to contest the authorization for, or validity or enforceability of, Electronic Records and Signed Documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or Electronic Records are to be in writing (documentary form) or signed by the party to be bound thereby. Electronic Records and Signed Documents, if introduced as evidence on paper in any judicial or other proceeding will be admissible to the same extent and under the same conditions as other documentary business records.

Upon our written request, you agree to manually sign or place your signature on any paper original of any Electronic Record or Signed Document we provide to you containing your purported Electronic Signature. You irrevocably authorize and appoint us as your lawful attorney-in-fact with full power and authority to sign, in your name and on your behalf, any such original of any Electronic Record or Signed Document, if you fail or are unable, for any reason, to sign such original no later than ten days after our request to you to do so.

PART II - FUNDS AVAILABILITY POLICY

Our Funds Availability Policy for deposits to all Personal deposit account and specified Business deposit account types described in section 4. below is to make funds from your cash and all check deposits available to you on the first business day after the day we receive your deposit. Our Funds Availability Policy for deposits to all other Business deposit account types as stated in section 5. below is to make funds from your cash and most check deposits available to you on the first business day after the day we receive your deposit. Some check deposits will not be available until the second business day after the day we receive your deposit. This policy applies to all deposit channels.

The sum of cash, checks, and other items which have been on deposit long enough to be available for withdrawal under this section is called your Available Balance. We make funds from your deposits available to you as explained below. Until funds are available, you will not be able to use them for certain transactions. For example, you will not be able to withdraw the funds in cash, nor will you be able to have checks certified against them. For certain other uses, we may make funds available during this delay period; however we may charge you for this service. Refer to the Deposit Account Fees and Disclosures for details about any fees that may be assessed.

1. Determining the Availability of a Deposit. The length of the delay is counted in business days beginning with the business day following the day of your deposit. Every day is a business day except Saturdays, Sundays, and legal holidays. Deposits made after 7:00 p.m. local time on any business day at an automated teller machine ("ATM") owned and operated by us will be considered received by us on the next business day. You can identify ATMs owned and operated by us by the initial screen message. Deposits made at an ATM not owned and operated by us will be available for withdrawal within five (5) business days. Deposits made using the Mobile Deposit service to an eligible Personal deposit account after 11:00 p.m. Eastern Time on any business day will be considered received by us on the next business day.

Some of our branches have "cutoff" times. If you make a deposit at one of these branches before the cutoff time on a business day we are open we will consider that day to be the day of your deposit. However, if you make a deposit after the cutoff time or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The cutoff time may vary by location but will not be earlier than 2:00 p.m. If the cutoff time is earlier than the branch closing time, the cutoff time will be posted in the branch. The length of the delay varies depending on the type of deposit and is explained below.

Deposits containing 500 or more checks may be subject to a branch specific cut-off time. If a cut-off time applies it will be posted at the branch. Deposits of 500 or more checks made at a branch before the posted cut-off time will be considered received that business day. Deposits of 500 or more checks made at the branch after the posted cut-off time will be considered a next-business day deposit and processed accordingly. Cash is not subject to the cut-off time and will be verified and credited the same-day. The cut-off time may vary by location but will not be earlier than 2:00 p.m. local time.

2. Same-Day Availability. Direct deposits of electronic payments, such as Social Security benefits and payroll direct deposits are available on the business day that the funds are due to you.

3. Next-Day Availability. Funds from the following types of deposits and check deposits as described in section number 4. below are available on the first business day after the day of your deposit.

- U.S. Treasury checks that are payable to you.

- Wire Transfers.
- All checks drawn on KeyBank National Association. (In some instances funds may be available on the same business day of deposit.)
- If you make the deposit in person to one of our employees at one of our branches, funds from the following deposits are also available on the first business day after the day of your deposit:
 - Cash
 - State and local government checks deposited in that state into KeyBank accounts that are payable to you, if you use a special deposit slip which can be obtained at the teller window.
 - Cashier's, certified, and teller's checks that are payable to you, if you use a special deposit slip which can be obtained at the teller window.
 - Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees at one of our branches (for example, if you mail the deposit) funds from these deposits may not be available until the second business day after the day we receive your deposit.

4. Other Check Deposits to any type of Personal deposit account and the following types of Business deposit accounts: Key Business Free Checking, Key Business Reward Checking, Key Business Basics Checking, KeyBank Basic Business Checking, Key Business Money Market Checking, Key Business Checking, KeyBank Business Interest Checking, Key Business Sweep Checking, IOLTA/IOLA/IOTA/RAHF/IORTA, Key Business Saver, Key Business Silver Money Market Savings, Key Business Signature Money Market Savings, Key Business Gold Money Market Savings. The first \$100 of your total deposits made on a business day will be available to you on that same business day. The remaining funds from deposits of checks will be available on the first business day after the day of your deposit.

5. Other Check Deposits to all other types of Business deposit accounts not listed above in section number 4. The first \$200 of each deposit will be made available on the next business day after the day of deposit and the rest of the deposit will be available no later than the second business day after the day of deposit, with the following exception. Checks with the first four digits of the routing and transit numbers of 1214 or 3214 will be available no later than the third business day.

6. Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit by check available at the times shown above.

Case-by-Case Hold: Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your total deposits made on a business day will be available to you on that next business day.

If we are not going to make all funds from your deposit available at the times shown above, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a bank employee at a branch, or if we decide to take this action after you have left the premises, we will mail you the notice not later than the close of the business day following the banking day you made your deposit, or on the business day we learn of the reason requiring delay.

If you need the funds from a deposit right away, you should ask us when the funds will be available.

Exception Holds: In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment or other conditions beyond our control.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available for withdrawal no later than the seventh business day after the day of your deposit. In case of emergency conditions, a notification of any delay in your ability to withdraw funds will be provided within a reasonable time and in a reasonable manner given the emergency circumstances unless funds subject to this delay are made available before such notification must be provided.

7. Special Rules for New Accounts. If you are a new customer, the following special rules may apply, at our discretion, during the first 30 days your account is open instead of the rules described above.

Funds from electronic direct deposits to your account will be available on the business day that the funds are due to you. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available no later than the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds held from all other check deposits will be available on the ninth business day after the day of your deposit.

8. Hold on Other Funds. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds in your account will be available 2 business days after the day the check is cashed.

Disclosure Statement and Terms and Conditions for KeyBank's Health Savings Account Card

Effective February 9, 2013

KeyBank National Association



Member FDIC

INTRODUCTION

We provide to consumers who make use of our electronic fund transfer services in connection with Health Savings Accounts the disclosures contained in this Disclosure Statement and Terms and Conditions ("**Disclosure and Terms**" or "**Agreement**") before using the service. An electronic fund transfer ("**EFT**"), generally, is a transfer of funds initiated electronically. Use of our debit card with features permitting access to your deposit accounts is an electronic fund transfer ("**EFT**"). Payments you authorize using our online bill paying service, and pre-authorized credits and debits to your account also are EFTs. Some of the disclosures apply only to card-originated EFTs. Some disclosures apply only to pre-authorized credit and debit EFTs. Specific terms and conditions of our online bill paying service are contained in a separate agreement which you receive if you subscribe to that service. EFTs do not include automatic transfers between your accounts with this Bank.

1. HEALTH SAVINGS CARD.

(a) Definitions. In this Disclosure and Terms, the words "we," "us" and "our" refer to KeyBank National Association, (sometimes called "**KeyBank**"), which has issued a MasterCard® branded debit card ("**Card**") that enables you to use KeyBank's debit card program ("**Program**") to access the available balance in a Health Savings Account ("HSA" or "Account") established, maintained and controlled by you, subject to our HSA terms and conditions, and related documents, applicable to the HSA (collectively, the "**Plan**"). The word "you" and "your" means the owner of the HSA at KeyBank and all of his or her authorized users to whom we have issued a Card for access to the HSA. "**Card Transaction**" means each transaction at an ATM or at a merchant that accepts the Card. This Agreement is a contract between you and KeyBank. Your signature on or any use of the Card for a Card Transaction shall constitute your acceptance of and agreement to the terms of this Agreement. "**PIN**" means any Personal Identification Number used in conjunction with a Card for certain types of transactions.

(b) How the Program and Card Work. In connection with participating in the Program, you request KeyBank to issue and deliver to you one or more Cards. You agree that each Card is our property and will be surrendered to us upon request. You understand that you are responsible for all charges incurred by using the Card. When you use the Card, you pay an expense which may qualify for favorable tax treatment under the Internal Revenue Code of 1986, as amended, ("**IRS Code**"). We are authorized by you to deduct the amount of each Card Transaction from the HSA in the same way check transactions are handled. You further agree that Card Transactions shall be subject to the terms of this Agreement, the Account Plan, and any applicable federal or state rules or regulations. We are not obligated to you if any merchant refuses to honor your Card or retains your Card if authorization for its use is not given. You agree that all Card Transactions may be presented to your HSA for payment in full through the use of either sales or credit drafts or electronic transmission of the transaction information, and that you will, upon request, review transaction statements. The Card is **not** a credit card. When you use the Card funds will be immediately withdrawn from the account.

(c) Health Care Spending Protection. Upon enrollment in an HSA, you may elect an HSA debit card with Healthcare Spending Protection. This card uses selective authorization processing with merchant and product codes to assist your monitoring of and placement of restrictions on the types of expenditures that may be made with your Card. For detailed tax information on Health Savings Accounts and requirements for qualified medical expenses, please consult an attorney, accountant or other tax adviser, or visit sites on the Internet.

(d) HSA Balance. The Card will expire on the expiration date embossed on the face of the Card. Each time you use the Card, the HSA Balance will be reduced by the amount of such Card Transaction. A purchase transaction will not be authorized if the available HSA Balance is not sufficient to cover the Card Transaction. You understand that we cannot make any decisions about whether a particular purchase is an eligible purchase under the IRS Code. You agree that we shall have no liability for payment of any purchase, which is ineligible or which exceeds your available Account balance.

(e) Your Responsibilities. You accept responsibility for the following: (i) monitoring and tracking all purchase charges or ATM cash withdrawals incurred by using the Card, and all Card Transactions incurred; (ii) all information relating to the HSA and any deductions or exclusion from income on your federal or state tax returns and filings are your sole responsibility; (iii) each time you present the Card for a purchase transaction, you accept responsibility for the charges incurred.

(f) Record of Transactions Statements. You will obtain and retain a receipt at the time you engage in a Card Transaction to verify and track Card Transactions. You will review your Card Transaction activity statements at least monthly, either by reviewing statements received from us or by accessing the Key website, www.key.com.

(g) Issuance of Additional or Replacement Cards. You will receive one Card per account at no cost. Subject to the terms of the Account Plan, you may request one or more additional Cards for your authorized users. Any additional cards requested may be subject to a nominal fee by us. You may request a replacement card for a lost or stolen Card, but we may, in our sole discretion, determine whether to issue a replacement card and under what conditions, including any applicable fee or charge.

2. LIABILITY FOR UNAUTHORIZED TRANSFERS.

Tell us AT ONCE if you believe your Card or any Personal Identification Number ("PIN") has been lost or stolen. Telephoning is the best way of keeping your possible losses down.

(a) You could lose all the money in your Account. If you tell us within 2 business days, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not tell us within 2 business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 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 long trip or hospital stay) kept you from telling us, we will extend the time period.

(b) Zero Liability Rule. You will have "Zero Liability" for unauthorized use of your Card for a non-PIN Card Transaction only if the following conditions are met: (i) you have exercised reasonable care in safeguarding your Card from the risk of loss, theft or "unauthorized use", (ii) you have not reported two or more other incidents of the unauthorized use in the preceding 12-months; and (iii) your cardholder status or HSA is in good standing with us. If you fail to satisfy any of these conditions for a non-PIN Card Transaction and someone uses your Card without your authorization, you could lose the entire balance in your HSA. For purposes of this rule, "unauthorized use" means the use of a MasterCard-branded card by a person other than you who does not have actual, implied, or apparent authority for such use, and from which you did not receive any benefit. Zero Liability does

not apply: (a) to Cards issued or distributed outside MasterCard's U.S. Region; or (b) if a PIN is used as the cardholder verification method for an unauthorized Card Transaction.

3. ADDRESS AND TELEPHONE NUMBER.

If you believe your Card has been stolen or that someone has transferred or may transfer money from your Account without your permission, call 1-800-KEY2YOU® (1-800-539-2968) (TDD 1-800-762-4833) 24 hours daily, or write: **KeyBank, Customer Disputes, NY-31-17-0128, 17 Corporate Woods Blvd., Albany, NY 12211.**

NOTE: In order to minimize the risk of losses from lost or stolen cards or PINS, we strongly suggest that you call us immediately and then confirm in writing.

4. BUSINESS DAYS.

Our business days are Monday through Friday. Saturdays, Sundays, and holidays are not business days.

5. DEFINITION AND IDENTIFICATION OF TERMINALS AVAILABLE TO CARDHOLDERS.

For purpose of this Disclosure and Terms, a "terminal" includes automated teller machines ("ATM"), point of banking ("POB"), and point of sale ("POS") terminals (special store terminals at which payment for purchases may be made). An ATM terminal can be used without the assistance of another person and the use of a PIN is required to complete a transaction. POB terminals are used with the assistance of another person, and the use of a PIN is required.

There are two types of point of sale transactions. The first type utilizes special store terminals at which payment for purchases can be made ("POS/PIN"). POS/PIN terminals are used with the assistance of a retail store clerk or other operator and require the use of a PIN. All such persons are agents of the merchant and not of KeyBank. The second type of point of sale transaction ("POS") does not require the use of a PIN. The POS transaction is made by presenting your Card at the time of purchase to merchants who have agreed to accept Card purchase transactions. A signature may be required to authorize this type of transaction. Located on or near each ATM terminal is a listing of the card issuers and networks whose cardholders may use the terminal. Sometimes symbols are used instead of names. In most cases, a larger or more conspicuous sign or symbol will identify the terminal owner or operator. As used in this Disclosure and Terms, a "KeyBank terminal" is an ATM located at a KeyBank branch location or those terminals otherwise identified as KeyBank owned terminals. Refer to the network symbols on the back of your Card for all other terminal access.

6. TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS INITIATED USING YOUR BANKING CARD.

(a) Account Access. Your Card will permit you to make transactions on your checking account as defined in your *Deposit Account Agreement and Funds Availability Policy* designated as a Health Savings Account. You may use your Card to:

1. Withdraw cash from your HSA at an ATM.
2. Pay for purchases out of your HSA at retail POS/PIN terminals.
3. Pay for purchases out of your HSA with a KeyBank Debit Card, at retail POS locations.
4. Make balance inquiries to your HSA.
5. Conduct other transactions as services and features are added to the automated banking system.

(b) Limits on Dollar Amount of Transactions.

1. Different withdrawal and purchase limits apply based on the type of transaction. Each Card has a unique Card number. Daily limits apply to each Card. You will be allowed to make transactions up to the available balance in your HSA or up to the maximum Daily Limit, whichever is less. The Daily Limits are as follows:

| | |
|--|---------|
| (i) Daily ATM Withdrawal Limit: | \$300 |
| (ii) Daily Signature/PIN Purchase Limit: | \$5,000 |

- 2.
3. At some types of ATMs, the withdrawal amount may be limited due to machine constraints, and multiple transactions may be necessary to obtain the total amount desired.

(c) Limits on Frequency of Transactions.

Other than shown below, there is no limit on the NUMBER of withdrawals, purchases, or inquiries.

1. There is no limit on the number of ATM withdrawals per monthly statement period.
2. The number of purchases with a Card is limited to ten (10) per day.

(d) Card Restrictions. Your use of the Card is subject to the following restrictions and limitations, as well as those set forth elsewhere in this Agreement. When purchasing gasoline using your Card, you must pay for your purchase at the gas station service counter and not at the automated fuel dispensers (i.e., gas pumps). KeyBank will restrict use of your Card in any jurisdiction or country where such use would be contrary to applicable law or regulation, or which is identified as presenting a high risk of fraud. Please call 1-800-KEY2YOU for the current list of countries where transactions are restricted.

7. CHARGES FOR TRANSACTIONS, TRANSFERS AND OTHER SERVICES.

(a) ATM Mini Statement Fee. If you select the transaction titled "Statements" at a KeyBank ATM you may receive a mini statement. This "mini statement" transaction will provide you with four options; the last five debit card transactions, the last five checks paid, the last five deposits made or the last ten transactions made on your HSA. Each option is considered a separate transaction and your account will be assessed a \$1.50 fee for each requested transaction. The information provided is based on our system retention schedule. The "ATM Mini Statement" neither represents nor replaces your periodic bank account statement.

(b) Card Replacement Charge. If you request a replacement Card a charge of \$5.00 will be assessed. The charge will be reflected on your statement as "Banking Card Replacement Charge".

(c) Other Bank Charges. All other charges are detailed in our *Personal Deposit Account Fees and Disclosures*, and will be reflected on your statement.

(d) Possible Fees By Third Parties. When you use an ATM not owned by KeyBank, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry).

8. DISCLOSURE OF ACCOUNT INFORMATION.

We may share information within the KeyCorp family of companies as well as with unaffiliated third parties external to Key as described in our Privacy Policy. **You specifically consent to us sharing information within the KeyCorp family of companies and with external unaffiliated third parties.**

NOTE: You may elect to opt out of information sharing, or may be automatically opted-out under your state law, as described in our Privacy Policy. If you are opted out, that election will override this consent to share, except for those instances in which we are otherwise permitted to share by law without your consent.

We will not disclose information about your account or the transactions or transfers you make related to your Account under this Agreement except:

- (a) if the information is provided to help complete a transaction you initiated;
- (b) when you request or consent to the disclosure;

- (c) for the exchange of information with reputable credit reporting agencies to maximize the accuracy and security of such information;
- (d) in performance of bona fide corporate due diligence and/or in connection with a merger, acquisition or divestiture that involves your account;
- (e) in order to comply with applicable law, government regulation, or legal process (such as a court order or subpoena); or
- (f) if you have been informed about the possibility of such disclosure.

9. YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS.

- (a) **Terminal Transactions.** You will get a receipt at the time you make any transaction from your account using a terminal in the United States authorized for use by us.
- (b) **Pre-authorized Credits.** If you have arranged to have recurring direct deposits made to your Account at least once every 60 days, you can call us at 1-800-KEY2YOU (1-800-539-2968) (TDD 1-800-762-4833) to find out whether the deposit has been made. For your protection, we may require identifying details about your Account before we provide you this information.
- (c) **Periodic Statements.** You will receive a monthly account statement.

10. YOUR RIGHT TO STOP PAYMENT OF PRE-AUTHORIZED PAYMENTS FROM YOUR ACCOUNT; PROCEDURE FOR DOING SO; RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS; BANK'S LIABILITY FOR FAILURE TO STOP PAYMENT.

- (a) **Single Pre-authorized Payments and Series of Pre-authorized Payments.** If you wish to stop a single pre-authorized payment or a series of pre-authorized payments to be made to the same person or company over a period of time, we must receive your request three (3) business days, or more, before the single payment or next payment in a series is scheduled to be made. If you request stop payment on a series of pre-authorized payments, we will then block all future payments to that payee. A stop payment confirmation will be mailed to you. You must review the specific details on the confirmation for accuracy and call the Bank immediately if any of the information is not accurate. A stop payment request is effective for only six (6) months, unless you renew it. Also, we may require a copy of the notice that you sent to the payee who was to receive the pre-authorized payments requesting that the payments be discontinued. We will charge you our regular stop payment charge for each stop payment request you give; this charge is detailed in the *Personal Deposit Account Fees and Disclosures*.
- (b) **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- (c) **Liability for Failure to Stop Payment of Pre-authorized Payment.** If you order us to stop one of these payments three (3) business days or more before it is scheduled and we do not do so, we will be liable for your losses or damages.

11. BANK'S LIABILITY FOR FAILURE TO COMPLETE EFT TRANSACTIONS.

If we do not complete an EFT transaction or transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (a) If you do not have enough money in your Account to make the transfer;
- (b) If the transfer will go over the available HSA Balance or if your agreement has been terminated;
- (c) If the authorized terminal or system was not working properly and you knew about the breakdown when you started the transaction;
- (d) If there is a dispute about the amount or we have been ordered to pay to or hold for someone else the money in your Account;
- (e) If a withdrawal would consist of money deposited in the form of a check or other order and the funds are not yet available for withdrawal;
- (f) If you have told us that your Card was lost or stolen or that you believe someone else has obtained your PIN;
- (g) If an employee of a merchant does not properly handle a Card transaction at a terminal;
- (h) If, in the case of a pre-authorized credit to your Account, a third party does not send your money to us on time or does not send us the correct amount;
- (i) If circumstances beyond our control (such as fire or flood) prevent the EFT transaction, despite reasonable precautions that we have taken;
- (j) If the automated teller machine where you are making the transaction does not have enough cash.

There may be other exceptions stated in our agreement with you.

12. ERROR RESOLUTION NOTICE - IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.

Telephone or write us using the address and telephone number provided in Section 3 of this Disclosure and Terms as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement, or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement in which the problem or error appeared.

- (a) Tell us your name and account number.
- (b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (c) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 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 questions. If we decide to do this, we will credit your account within 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 10 business days, we may not credit your account.

We will tell you the results within 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.

NOTE: If the notice of error involves an EFT that occurred within 30 days after the first deposit to the account was made, we may extend the 10 day time period to 20 days. If the notice of error involves an EFT that was not initiated within the United States, the District of Columbia or Puerto Rico, resulted from a POS transaction, or occurred within 30 days after the first deposit to the account was made, we may extend the 45 day time period to 90 days.

13. OTHER TERMS AND CONDITIONS.

- (a) **Use and Care of the Card.** If you use the Card at a merchant location, the merchant acts for you (as your agent) in completing the transaction. Use of the Card is also subject to the rules of the government agencies which regulate banks. You will take care of your Card and will not give the Card or any PIN to any other person or write your PIN on the Card. If it is lost or stolen, you will notify us immediately.
- (b) **Prohibited Activity.** It is your responsibility to use the card only for valid and lawful purposes. If you use the Card for any other purpose or transaction, including without limitation unlawful gambling activities, (herein called a "Prohibited Activity"), you must promptly reimburse KeyBank and MasterCard International Incorporated for all amounts or expenses either KeyBank or MasterCard pays as a result of such use. KeyBank reserves the right to block Prohibited Activity and/or to not approve any

authorization request for a Prohibited Activity. Card transactions for any Prohibited Activity made by or for the benefit of you shall be considered authorized by you, and you assume all responsibility and liability for all losses, costs and expenses you incur as a result of such use.

(c) Foreign Transaction Fees. MasterCard imposes fees if you use your Card in a foreign country, including a Card Transaction you initiate in the U.S. with an entity located in a foreign country. The fee is a cross-border assessment and currency exchange fee. On foreign Card Transactions, the fee is 1% of the transaction amount, which transactions include, without limitation, cash advances, ATM withdrawals, and purchases of goods and services. If you use your Card to make a Card Transaction in a foreign currency, MasterCard will convert the Card Transaction amount into U.S. dollars and will assess a currency exchange adjustment charge in the manner set forth in its operating regulations, which provide that the currency exchange rate will be a wholesale market rate selected by MasterCard or a government-mandated rate in effect one (1) day prior to the processing date, increased by an adjustment factor established by MasterCard. In any case, the currency exchange rate in effect on the processing date may differ from the rate in effect on the Card Transaction date or the posting date. The currency exchange rate used may be the same as, greater than or less than the amount that would be calculated by conversion through a financial institution in the country in which the Card Transaction occurred. We collect these fees for and forward the fees to MasterCard. We do not retain any portion of the fees for our benefit.

(d) Legal Action. If we initiate any legal action to collect money owed to us under this agreement, including any counterclaim, you agree to pay all our costs for such action, including any reasonable attorneys' fees. This provision does not apply to any action in connection with any credit account. In such cases, the credit agreement will govern these costs.

(e) Arbitration Provision. Refer to your *Deposit Account Agreement and Funds Availability Policy* for the **Arbitration Provision**.

(f) Claims and Defenses Against Merchants. We are not responsible for goods or services you purchase or lease by using a Card for a POS transaction or POS/PIN transaction. We are not subject to any claims or defenses you may have against a merchant in connection with any POS transaction or POS/PIN transaction or the underlying merchant transaction.

14. RULES AND REGULATIONS.

Your first use of your Card, or your giving us a written authorization to make pre-authorized debits or credits to your account will be your agreement to the Bank's *Deposit Account Agreement and Personal Deposit Account Fees and Disclosures* relating to your account and these "Disclosure and Terms."

15. AMENDMENT AND CANCELLATION.

We may amend (change) the Disclosure and Terms by giving you written notice at any time, except we will give you twenty-one (21) days' prior written notice if the change would result in increased fees or charges, increased liability for you, fewer types of available fund transfers, or stricter limitations on the frequency or dollar amount of transfers. We are not required to give you prior notice where an immediate change is necessary to maintain or restore the security of our EFT system. However, if such a change is made permanent, we will give you appropriate notice. We may also cancel your privilege to use the Card and any PIN, even without telling you in advance. If we do this, you will return all cards to us at once. You may terminate this agreement at any time by notifying us in writing. If you do this, you also must return all Cards to us at once. Ending this agreement will not affect your obligations under this agreement for transactions or transfers completed with your Card or any PIN, even if those transactions or transfers are completed after the ending date.

16. NOTIFICATION TO REGULATORY AUTHORITY.

This agreement is governed by state and federal laws. If any violation occurs you may contact:

Consumer Financial Protection Bureau
P.O. Box 4503
Iowa City, Iowa 52244

17. ASSIGNMENT.

You may not transfer or assign this Agreement without our prior written approval, and any unauthorized assignment or transfer by you will be null and void. We may assign or transfer this Agreement at any time without notice.

18. GOVERNING LAW.

All matters relating to your use of the Card and this Agreement shall be governed by the laws of the State of Ohio and the federal laws of the U.S.A., without regard to any conflicts of law principles.

19. JURISDICTION AND VENUE.

You agree and hereby submit to the exclusive personal jurisdiction and venue of the State courts and federal courts in Cuyahoga County, Ohio, with respect to all matters relating to this Agreement. You consent to such jurisdiction and venue.

20. SEVERABILITY; HEADINGS.

If any term of this Agreement is declared invalid or unenforceable by any court, the remaining terms of this Agreement will not be affected, and this Agreement will be interpreted as if the invalid terms had not been in place for this Agreement. Paragraph headings do not limit or define either party's rights or obligations.

21. ARBITRATION; WAIVER OF JURY TRIAL.

Any claim arising out of or relating to this Agreement or the Card is subject to the terms and conditions concerning Arbitration and Waiver of Jury Trial described in our *Deposit Account Agreement and Funds Availability Policy* previously delivered to you. We may amend our **Arbitration Provision** by posting a revised arbitration provision on our website at www.key.com or at such other website designated by us.