



# Liberty Savings Bank Health Savings Account Disclosures

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**Health Savings Custodial Agreement and Disclosure Statement  
(Under section 223(a) of the Internal Revenue Code)**

**Important Note:** The first two pages of this document beginning below this paragraph is the IRS Form 5305-C and uses IRS language. For years after 2012, the form may not contain the current HSA contribution limits.

**HSA Custodial Agreement**

The account owner named is establishing this health savings account (HSA) exclusively for the purpose of paying or reimbursing qualified medical expenses of the account owner, his or her spouse, and dependents. The account owner represents that, unless this account is used solely to make rollover contributions, he or she is eligible to contribute to this HSA; specifically, that he or she: (1) is covered under a high deductible health plan (HDHP); (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return.

The account owner and the custodian make the following agreement:

**Article I. Contributions**

1. 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 that exceeds the maximum amount for any account owner with family coverage plus the catch-up contribution.
2. 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).
3. 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.
4. 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.
5. 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. Contribution Limits**

1. For calendar year 2016, the maximum annual contribution limit for an account owner with single coverage is \$3,350. The maximum annual contribution limit for an account owner with family coverage is \$6,750.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. For calendar year 2009 and later years, an additional \$1,000 catch-up contribution may be made for an account owner who is at least age 55 or older and not enrolled in Medicare.
4. 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. Account Owner Responsibilities** 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. Nonforfeitable** The account owner's interest in the balance in this custodial account is nonforfeitable.

**Article V. Investment Limitations (see also Article XV)**

1. 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).
2. The assets of this account may not be commingled with other property except in a common trust fund or common investment fund.
3. 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. Distributions (See also Article XVI)**

1. Distributions of funds from this HSA may be made upon the direction of the account owner.
2. 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 20 percent tax on that amount. The additional 20 percent tax does not apply if the distribution is made after the account owner's death, disability, or reaching age 65.
3. 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. Payable Upon Death** If the account owner dies before the entire interest in the account is distributed, the entire account will be disposed of as follows:

1. If the beneficiary is the account owner's spouse, the HSA will become the spouse's HSA as of the date of death.
2. If the 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. Reporting Requirements**

1. The account owner agrees to provide the custodian with information necessary for the custodian to prepare any report or return required by the IRS.
2. The custodian agrees to prepare and submit any report or return as prescribed by the IRS.

**Article IX. Controlling Provisions** 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. Amendments (see also Article XIII)** 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 below.

**Article XI. Additional Provisions** Article XI may be used for any additional provisions. If no other provisions will be added, draw a line through this space. If provisions are added, they must comply with the requirements of Article IX.

**Article XII. Definitions.** In addition to the definitions above and in the IRS Instructions, the words “you,” “your,” and “HSA owner” refer to the Account Owner or an appointed third party or your spouse, upon your death. “We”, “us,” and “our” refer to the Custodian. The Custodian is the financial institution named on the top of this agreement. The “Custodial Account” has the same meaning as “HSA.”

**Article XIII. Amendments.** We have the right to amend this agreement at any time. We will deliver the amendment to you and you will be deemed to have automatically consented to the amendment thirty (30) days from the date we mail the amendment to you, unless you notify us in writing that you do not consent.

## **Article XIV. Resignation or Removal of Us as Custodian.**

**1. Termination of Agreement.** Either party may terminate this agreement at any time by giving 30 days prior written notice to the other. Within the 30 day termination period, you must transfer your HSA to a successor HSA custodian or trustee or request a distribution of the assets in the HSA. If you do not, we will have the right to distribute all assets in the HSA in a single payment to you, to transfer the account to a successor custodian of our choosing, or to distribute the assets in-kind to you. We reserve the right to withhold any funds we deem advisable for payment of any liabilities, including applicable fees or expenses owing to the Custodian.

**2. Resignation by Custodian.** We may resign as custodian, without your consent, upon thirty (30) days prior written notice to you. Upon our resignation, we will either appoint a successor custodian (see next paragraph), ask you to appoint a successor custodian, or we distribute the remaining assets in the HSA to you. If we distribute the assets, you are responsible for the tax consequences of the distribution.

**3. Appointment of Successor Custodian.** Pursuant to this Article, we may resign as custodian and appoint a successor custodian that we choose. The successor custodian (or trustee) must be a bank (as defined in Code Section 408(n)), an insurance company (as defined in section 816), or another person who satisfies the IRS requirements for HSA custodial duties. You will have thirty (30) days from the date of the notice to either request a complete distribution of the HSA or to designate a different successor custodian or trustee. If you do not request a complete distribution or designate a new custodian or trustee, you will be deemed to have automatically accepted the successor custodian. The successor custodian may have a new HSA Custodial Agreement with terms different than this Agreement. In that case, you will receive a copy of the new agreement.

**Article XV. Investments.** You are responsible for all investments selected in your HSA. If the Custodian offers investment choices beyond insured deposits of the Custodian, then this is a self-directed HSA and allows for investment in FDIC insured products of the Custodian as well as other investments. The Custodian may limit your investment alternatives to what is administratively feasible for it to offer. The Custodian does not approve, review, audit or otherwise investigate self-directed investment options. We are not responsible for any investments selected and do not review your investment choices. The Custodian is not liable for your investment losses. The Custodian does not give investment advice and shall not have a duty to question any investment directives received from you. The Custodian has no investment discretion.

**Article XVI. Distributions.** Pursuant to Article V, you are responsible to determine what is an eligible medical distribution. You understand that the Custodian does not verify your distributions for eligibility. If cases of distributions due to death or divorce, we will require you, your spouse, or your beneficiary to provide proper tax identification number(s). Any distribution by check, debit card, online banking or other method approved by us will be reported as a normal distribution, unless we inform you otherwise. If you make a mistake in taking a distribution, you can put it back into your HSA as the return of a mistaken distribution.

**Article XVII. Eligibility.** Consistent with other provisions of this Agreement, you are responsible to determine your eligibility for this HSA. The Custodian assumes no responsibility regarding eligibility for an HSA. You agree that we are not responsible to inquire into the eligibility of your contributions to the HSA. You are responsible for all tax or investment consequences for the HSA.

**Article XVIII. No Assumed Responsibilities.** We assume no responsibilities other than those required under the Code. We are not responsible for your employer's failure to make any contributions under the HSA; including we shall not be liable for any losses, damages, costs, penalties, or expenses you incur as a result of any failure or action by your employer. We are not responsible for monitoring or notifying you of your employer's contributions to your HSA. You acknowledge that we are not responsible for representations made to you by insurance agents, brokers or the insurance agency that sold you the HDHP in connection with this HSA.

**Article XIX. Fees and Expenses.** You agree to pay the fees associated with the HSA. We have the right to modify the fees and will provide notification of modifications in a reasonable manner. We also may charge additional fees upon thirty (30) days prior written notice. You agree that we may collect these fees through automatic debiting of the HSA or through another method at our discretion. You agree that we may deduct any reasonable expenses we incur in the administration of your HSA from your HSA. Additionally, we have the right to liquidate your HSA assets to pay such fees and expenses. These expenses may include professionals hired by us in connection with your HSA. Any brokerage or asset-based fees attributable to your HSA will be charged to your HSA.

**Article XX. Hold Harmless.** You agree to hold us harmless and to indemnify us against any liability arising from actions we took in good faith pursuant to this agreement.

## **Article XXII. Miscellaneous.**

- 1. Representations.** You represent to us that any information you give to us is accurate and complete; including any information contained on the HSA Application that you signed in connection with this HSA. You understand and represent that you are responsible for any penalties, taxes, judgments or expenses you incur in connection with this HSA. You understand that we have no duty to determine your eligibility for your HSA or your tax consequences for actions you take with your HSA; including, without limitation, deductibility of contributions and the taxability of distributions. You agree that you are solely responsible for determining eligibility for contributions and the tax consequences of contributions and distributions. We do not have or assume that duty. You understand that the HSA custodial role is limited in nature and that we do not provide tax or legal advice. You must seek your own tax or legal advice.
- 2. Notices.** Notices given by us are effective when we mail the notices to the address we have in our records. Any notice you give to us will be considered effective when we actually receive it.
- 3. Agreement to Update Information.** You agree to inform us if you (i) change your address, (ii) create an excess in your HSA by contributing more than your eligible amount, (iii) engage in a prohibited transaction as defined by IRC Section 4975, or as is otherwise necessary for us to serve as custodian for your HSA.
- 4. Headings.** The headings and articles of this agreement are for convenience of reference only and shall have no substantive effect on the provisions of this agreement.
- 5. Choice of Law.** The agreement shall be construed and interpreted in accordance with Federal law. In cases where state law is applicable, the state law of the home office of the Custodian shall apply.
- 6. Disqualifying Provision.** Any provision of this agreement which would disqualify the HSA shall be disregarded to the extent necessary to make the Custodial Account an HSA.

### ***General Instructions (Section references are to the Internal Revenue Code).***

#### **What's New**

**Additional Tax Increased.** For tax years beginning after December 31, 2010, the additional tax on distributions not used for qualified medical expenses increased from 10% to 20%.

#### **Purpose of Form**

Form 5305-C is a model custodial account agreement that has been approved by the IRS. An HSA is established after the form is fully executed by both the account owner and the custodian. The form can be completed at any time during the tax year. This account must be created in the United States for the exclusive benefit of the account owner.

Do not file Form 5305-C with the IRS. Instead, keep it with your records. For more information on HSAs, see Notice 2004-2, 2004-2 I.R.B. 269, Notice 2004-50, 2004-33 I.R.B. 196, Pub 969, Health Savings Accounts and Other Tax-Favored Health Plans, and other IRS published guidance.

#### **Definitions**

**Identifying Number.** The account owner's social security number will serve as the identification number of this HSA. For married persons, each spouse who is eligible to open an HSA and wants to contribute to an HSA must establish his or her own account. An employer identification number (EIN) is required for an HSA for which a return is filed to report unrelated business taxable income. An EIN is also required for a common fund created for HSAs.

**High Deductible Health Plan (HDHP).** For calendar year 2016, an HDHP for self-only coverage has a minimum annual deductible of \$1,300 and an annual out-of-pocket maximum (deductibles, co-payments and other amounts, but not premiums) of \$6,550. An HDHP for family coverage has a minimum annual deductible of \$2,600 and an annual out-of-pocket maximum of \$13,100.

**Self-only coverage and family coverage under an HDHP.** Family coverage means coverage that is not self-only coverage.

**Qualified medical expenses.** Qualified medical expenses are amounts paid for medical care as defined in section 213(d) for the account owner, his or her spouse, or dependents (as defined in section 152) but only to the extent that such amounts are not compensated for by insurance or otherwise. With certain exceptions, health insurance premiums are not qualified medical expenses.

**Custodian.** A custodian of an HSA must be a bank, an insurance company, a person previously approved by the IRS to be a custodian of an individual retirement account (IRA) or Archer MSA, or any other person approved by the IRS.

#### **Specific Instructions**

Article XI. Article XI and any that follow it may incorporate additional provisions that are agreed to by the account owner and custodian. The additional provisions may include, for example, definitions, restrictions on rollover contributions from HSAs or Archer MSAs (requiring a rollover not later than 60 days after receipt of a distribution and limited to one rollover during a one-year period), investment powers, voting rights, exculpatory provisions, amendment and termination, removal of custodian, custodian's fees, state law requirements, treatment of excess contributions, distribution procedures (including frequency or minimum dollar amount), use of debit, credit, or stored-value cards, return of mistaken distributions, and descriptions or prohibited transactions. Attach additional pages if necessary.

## **Health Savings Account Disclosure Statement**

This Disclosure Statement provides a general review of the terms, conditions and federal laws associated with your Health Savings Account (HSA). It is not intended to replace the advice of your own tax and legal advisors. You are encouraged to consult with your tax advisor and/or state taxing authorities concerning any tax and/or compliance questions. You are responsible for complying with the laws that apply to your HSA. The HSA Trustee or Custodian does not act as your advisor. In addition to the transactions outlined in this Health Savings Account Disclosure Statement, the federal government may authorize permissible transactions from time to time. Unless expressly prohibited by the Trustee or Custodian's policies, such additional federally authorized transactions are hereby incorporated by this reference.

Additional information on HSAs may be found in several IRS sources including IRS Publication 969, Health Savings Accounts and Other Tax-Favored Health Plans; IRS Publication 502, Medical and Dental Expenses; IRS Notice 2004-50, Notice 2004-2; and Notice 2007-22.

## **General Information**

**What is an HSA?** An HSA is a savings product that offers you a different way to pay for healthcare. HSAs are established in conjunction with a High Deductible Health Plan (HDHP) and enable you to pay qualifying medical expenses for yourself, your spouse and your dependents on a tax-free basis.

In general, insurance premiums on an HDHP will be substantially lower than premiums paid for traditional healthcare coverage. By investing the premium savings in an HSA, you may accumulate significant savings that you own and control and that may be used to pay for current and future qualifying medical expenses.

**What are Qualified Medical Expenses?** Qualified Medical Expenses are those incurred by you, your spouse and your dependents that would generally be eligible to deduct if you itemized deductions on your tax return. IRS Publication 502, Medical and Dental Expenses, further explains what expenses qualify. For expenses to be qualified, they must be incurred after you establish an HSA and must not be covered by insurance or otherwise.

**Who is an HSA eligible individual?** Eligibility is determined on the first day of each month. To be an eligible individual you must meet the following criteria:

- **HDHP-** You must be covered under an HDHP that meets certain requirements concerning the deductible and out-of-pocket expenses.
- **No other coverage-** You may not be covered under an insurance plan that is not an HDHP (with certain exceptions for plans providing certain limited types of coverage).
- **Not enrolled in Medicare-** You may not be enrolled in Medicare.
- **Not claimed as a dependent-** You may not be eligible to be claimed as a dependent on someone else's tax return.

If you are not an eligible individual for all 12 months of a year, the annual contribution limit may be prorated. For assistance in determining your eligible contribution amount, consult your tax advisor.

**What is a High Deductible Health Plan (HDHP)?** Generally, an HDHP is a health plan often referred to as a "catastrophic" health insurance plan. As compared to traditional health insurance coverage, the premiums for an HDHP are less expensive, and the HDHP will not generally pay for health care expenses until the deductible is satisfied. Once the deductible is satisfied, the plan will generally cover the medical expenses.

For purposes of determining eligibility for an HSA, an HDHP must satisfy certain requirements regarding deductibles and out-of-pocket expenses. There are two types of HDHPs for purposes of determining HSA eligibility.

- **HDHP Self-Only Coverage-** Self-only coverage is an HDHP that covers only one eligible individual. The annual deductible must be at least \$1,000 and annual out-of-pocket expenses (deductibles, co-payments and other amounts, excluding premiums) required to be paid may not exceed \$5,000. These amounts are adjusted for cost-of-living increases.
- **HDHP Family Coverage-** Family coverage is an HDHP that covers one eligible individual and at least one other person (even if the other person is not eligible for an HSA). The annual deductible must be at least \$2,000 and annual out-of-pocket expenses (deductibles, co-payments and other amounts, excluding premiums) required to be paid may not exceed \$10,000. These amounts are adjusted for cost-of-living increases.

**Note: a plan does not fail to qualify as an HDHP merely because it does not have a deductible (or has a small deductible) for preventive care.**

**In addition to HDHP coverage, what other types of health coverage may an individual have and remain eligible for an HSA?** In addition to an HDHP, you may be covered by permitted insurance. Permitted insurance is insurance where 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.

In addition, you may have coverage for accidents, disability, dental care, vision care, long-term care or other coverage types allowed under the Internal Revenue Code and Regulations.

**How many HSAs may an individual have?** There is no limit on the number of HSAs you may have. However, contributions made to all of your HSAs (and Archer Medical Savings Accounts (MSAs)) for any tax year may not exceed the contribution limit described below.

## **Contributions**

**Who may make contributions to HSAs?** Contributions to your HSA may be made by you, your employer, or any other person. The total amount for the year from all sources may not exceed your annual contribution limit.

**Are there any compensation or income requirements that affect how much may be contributed to an HSA?** No. Eligibility for an HSA does not depend on your earnings.

**How must contributions be made?** Except for certain rollovers and transfers, all contributions must be made in the form of money (e.g., cash, check or money order).

**What is the contribution limit for individuals whose HDHP is "self-only" coverage?** The maximum annual contribution limit for an individual with self-only coverage is \$2,850 for 2007, with possible cost-of-living adjustments for later years. If the individual is not an eligible individual for all 12 months of a year, the contribution limit may be prorated. For example, if the individual was an eligible individual for only three months of the year, the annual limit is multiplied by 3/12 to determine the prorated maximum contribution amount for that partial year. For more information about prorated contributions for partial year eligibility, please see "When is the maximum annual contribution limit not prorated for partial year eligibility?" below. Prior to January 1, 2007, the maximum contribution amount may have been limited by the amount of the individual's deductible.

**What is the contribution limit for individuals whose HDHP is family coverage?** The maximum annual contribution limit for an individual with family coverage is \$5,650 for 2007, with possible cost-of-living adjustments for later years. If the individual is not an eligible individual for all 12 months of a year, the contribution limit may be prorated. For example, if the individual was an eligible individual for only three months of the year, the annual limit is multiplied by 3/12 to determine the prorated maximum contribution amount for that partial year. For more information about prorated contributions for partial year eligibility, please see "When is the maximum annual contribution limit not prorated for partial year eligibility?" below. Prior to January 1, 2007, the maximum contribution amount may have been limited by the amount of the individual's deductible.

**Are additional contributions permitted for individuals age 55 and older?** Yes, in addition to the annual contribution limit, additional "catch up" contributions are permitted if the individual is age 55 (or older) before the close of the tax year. The additional amounts are \$700 for 2006; \$800 for 2007; \$900 for 2008, and \$1,000 for 2009 and thereafter. If the individual is not an eligible individual for all 12 months of a year, the contribution limit may be prorated. For more information about prorated contributions for partial year eligibility, please see "When is the maximum annual contribution limit not prorated for partial year eligibility?" below.

**When is the maximum annual contribution limit not prorated for partial year eligibility?** An individual who is an HSA eligible individual as of the last month of a year will be treated as eligible as long as the individual remains HSA eligible for the "testing period". The "testing period" begins with the last month of the year in which the individual first becomes HSA eligible and runs for a full 12 months. For example, if an individual is HSA eligible in December 2007 that individual is treated as an HSA eligible individual for all of 2007 for purposes of HSA contribution limits if that individual remains eligible through December 31, 2008.

If the individual does not remain HSA eligible during the "testing period", the individual may be subject to tax and penalty on the amount that could not have been made but for this "testing period" rule.

**May both spouses of a married couple contribute to an HSA?** Yes, if they are both eligible for an HSA, however, special contribution limits may apply.

**How do contributions to Archer Medical Savings Accounts (MSAs) affect HSA contributions?** Any contributions made to an Archer MSA reduce the contribution limit permitted to your HSA for the year.

**How do qualified HSA funding distributions from Traditional and Roth IRAs affect HSA contributions?** Qualified HSA funding distributions (distributions from Traditional or Roth IRAs which are contributed as a direct trustee-to-trustee transfers to HSAs) made by the HSA Owner are taken into account in applying the annual limit for HSA contributions. For additional information on qualified HSA funding distributions, please see "May Traditional and Roth IRAs be directly transferred to HSAs?" below.

**How do qualified HSA distributions from health flexible spending arrangements (FSAs) and health reimbursement arrangement (HRAs) affect HSA contributions?** Qualified HSA distributions (distributions from health FSAs and HRAs which are directly rolled over by the HSA Owner's employer to an HSA) are not taken into account in applying the annual limit for HSA contributions. For additional information on qualified HSA distributions, please see "May health flexible spending arrangements (FSAs) and health reimbursement arrangements (HRAs) be directly rolled over to HSAs?" below.

**When is the deadline for making HSA contributions?** Contributions may be made to your HSA during the tax year and up until the due date for filing your federal income tax return, not including extensions. For most people, the tax return due date is April 15.

**Are carryback contributions allowed?** If you make a contribution between January 1 and April 15, tell the Trustee or Custodian which tax year the contribution is for. If you do not indicate otherwise, the Trustee or Custodian will report it to the IRS as a current year contribution (the year received).

**May HSA contributions be made after age 65?** At age 65, individuals are generally entitled to enroll in Medicare. Individuals who enroll in Medicare are no longer eligible to make HSA contributions. However, any person age 65 or older who is not actually enrolled in Medicare may contribute to an HSA until the month he or she is enrolled in Medicare.

**May self-employed individuals contribute to an HSA?** Yes, providing the HSA eligibility requirements are met. Contributions are made with after-tax dollars and the amounts are deducted as "above the line" deductions when filing their federal income taxes.

**What if more than the allowable contribution amount is contributed to an HSA for a year?** The amount exceeding your allowable limit for a year is an excess contribution and must be removed by your tax return deadline (including extensions) along with the net income attributable to such excess contribution. Failure to remove the excess and earnings will subject you to a 6% penalty tax for each year the excess remains in your HSA. For assistance in determining the net income attributable to your excess HSA contribution, consult your tax advisor and/or Treasury Decision (TD) 9056.

**How are HSA contributions reported?** Employer contributions made to your HSA are reported on your Form W-2. The Trustee or Custodian reports HSA contributions to the IRS on Form 5498-SA. You report all HSA contributions on IRS Form 8889, Health Savings Accounts (HSAs) when you file your federal income taxes.

### **Employer Contributions**

**May an employer make HSA contributions for eligible employees?** Yes. However, contributions from all sources must be aggregated and may not exceed your annual contribution limit. Any amounts exceeding the allowable limit will be an excess contribution and subject to penalties if not properly removed.

**How do employer HSA contributions affect an employee's taxable income?** Employer contributions to your HSA are excluded from your income. The employer HSA contributions are not subject to income tax withholding, or subject to the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA) or the Railroad Retirement Tax Act.

### **HSA Deductibility**

**Are HSA contributions tax deductible?** Yes, all contributions made to your HSA (except those, if any, made by your employer) are "above the line" tax deductions. An "above the line" deduction reduces your taxable income by the HSA contribution amount. You do not need to itemize deductions to benefit from the tax deduction. Note: you may not deduct any HSA contributions made by your employer.

### **Transfers and Rollovers**

**May HSAs receive rollovers from other HSAs or MSAs?** Your HSA Custodian may permit you to roll amounts withdrawn from another HSA or Archer MSA into this HSA. Rollovers are not subject to the annual contribution limits. Both the distribution and the rollover deposit are reported to the IRS. However, a rollover is a tax-free transaction when done properly.

You may make only one rollover contribution (or qualified HSA distribution) to an HSA during a 12-month period and any amount distributed from an HSA or Archer MSA must be rolled over within 60 days after the date of receipt of the distribution. For more information on qualified HSA distributions, see "May health flexible spending arrangements (FSAs) and health reimbursement arrangements (HRAs) be directly rolled over to HSAs?" below.

**May HSAs be directly transferred from one Trustee/Custodian to another Trustee/Custodian?** Your HSA Trustee or Custodian may permit you to directly transfer all or a portion of another HSA or from your Archer MSA into this HSA. The direct transfer of assets from an HSA or Archer MSA to an HSA is not subject to the annual contribution limits and federal law does not limit the number of these transactions you may make during any year. A direct transfer is tax-free and not reportable to the IRS.

**May Traditional and Roth IRAs be directly transferred to HSAs?** Your HSA Custodian may permit you to do a tax-free transfer of Traditional and Roth IRA assets to this HSA. This transfer, also known as a qualified HSA funding distribution, is subject to HSA contribution limits. You must irrevocably elect to treat such distribution as a qualified HSA funding distribution. Generally, you are limited to one qualified HSA funding distribution from any of your Traditional or Roth IRAs during your lifetime. If you do not remain HSA eligible during the applicable "testing period" as defined under the Internal Revenue Code, the amount of the qualified HSA funding distribution may be subject to tax and penalty. For assistance in determining to what extent you may be eligible to make a qualified HSA funding distribution, consult your tax advisor.

**May health flexible spending arrangements (FSAs) and health reimbursement arrangements (HRAs) be directly rolled over to HSAs?** Your HSA Custodian may permit you to do a direct rollover from health FSAs and HRAs to this HSA. These tax-free rollovers, also known as qualified HSA distributions, must be handled as direct transactions. In addition, you must irrevocably elect to treat such distribution as a qualified HSA distribution. Qualified HSA distributions are limited to one per health FSA or HRA. Qualified HSA distributions are not taken into account in applying the annual limit for HSA contributions. However, the amount eligible for rollover is limited to the amount prescribed under the Internal Revenue Code, or by other guidance published by the Internal Revenue Service (IRS). You may make only one qualified HSA distribution or rollover contribution to an HSA during a 12-month period.

If you do not remain HSA eligible during the applicable "testing period" as defined under the Internal Revenue Code, the amount of the qualified HSA distribution may be subject to tax and penalty. Further, failure to comply with complex eligibility and timing requirements may result in tax and penalty on amounts rolled over. For assistance in determining to what extent you may be eligible to make a qualified HSA distribution, consult your tax advisor.

**Can HSAs be transferred as part of a valid divorce decree?** Yes, under a valid divorce decree, separate maintenance decree, or other valid court order, all or part of your HSA may be transferred to your ex-spouse or you may receive all or part of your ex-spouse's HSA.

## Distributions

**What is the tax treatment of an HSA distribution used to pay qualifying medical expenses?** All earnings in the HSA are tax-deferred until distributed. Distributions from your HSA used to pay qualifying medical expenses are tax-free.

**When may distributions be taken from an HSA?** The money in your HSA is always yours and you may withdraw it at any time. However, any amounts not used to pay qualifying medical expenses are subject to income tax and an additional 10% IRS penalty (unless the distribution is on account of death, disability or made after reaching age 65 or older). In addition, the Trustee or Custodian may charge you distribution fees and, if you prematurely surrender time deposit(s), loss of earnings penalties.

The HSA may be used to cover those medical expenses that the HDHP does not cover (excluding the premiums for most HDHPs). Note, however, you are not required to take distributions from your HSA to cover those uncovered medical costs.

**Is there a deadline for reimbursing current year medical expenses from an HSA?** No. As long as the medical expenses were incurred after you established an HSA, there is no time limit on when you must take a distribution from your HSA to reimburse Qualified Medical Expenses. You will want to make sure you keep proper records to show the distributions were used to reimburse Qualified Medical Expenses, that the expenses were not reimbursed by another source and that the medical expenses were not taken as an itemized tax deduction on a prior year's federal income tax return.

**Are HSA distributions used to pay premiums for the HDHP considered qualified distributions?** Distributions from an HSA to pay for HDHP premiums are generally not qualified distributions, however, an exception exists for certain HSA owners over age 65.

**What happens when the HSA owner dies?** When you die, if the primary designated beneficiary is your surviving spouse, your HSA becomes an HSA of your surviving spouse. If the primary designated beneficiary is someone other than your surviving spouse, the HSA ceases to be an HSA as of the date of your death and the fair market value of the assets in the HSA as of the date of your death are includible in such person's gross income for the year of your death. If you do not designate any beneficiaries for your HSA, the fair market value of your HSA as of your date of death is includable as income on your final tax return.

**How are HSA distributions reported?** The Trustee or Custodian reports distributions from your HSA to the IRS on Form 1099-SA. You also report them on IRS Form 8889, Health Savings Accounts (HSAs) when you file your federal income taxes.

**What is a prohibited transaction?** If you engage in a prohibited transaction with your HSA, the HSA will be disqualified and the entire HSA value (on the first day of the year in which the prohibited transaction occurs) is includable in income. This amount is also subject to an additional 10% IRS penalty unless an exception applies due to the HSA owner's death, disability or attainment of age 65 or older. Prohibited transactions are defined in Internal Revenue Code Section 4975. Examples include borrowing money from the HSA, selling property to the HSA, receiving unreasonable compensation for managing the HSA, or buying property with HSA funds for your personal use.

**May an HSA be used as security for a loan?** No. If you pledge all or part of your HSA as security for a loan, the amount pledged is treated as a distribution and is includable in income. This amount is also subject to an additional 10% IRS penalty unless an exception applies due to the HSA owner's death, disability or attainment of age 65 or older.

## Miscellaneous

**Nonforfeitable--** Your interest in your HSA is nonforfeitable at all times.

**Custodian or Trustee--** The Custodian or Trustee of your HSA must be a bank, savings and loan association or credit union as defined in Internal Revenue Code (IRC) section 408(n), a life insurance company as defined in IRC section 816, or another person or entity that has been approved as a nonbank Custodian or Trustee by the Treasury Department.

**Investment Restrictions--** Money in your HSA may not be used to buy a life insurance policy or invested in collectibles. However, certain gold, silver and platinum coins, bullion and coins issued under state laws are allowable investments.

**No Commingling--** Assets in your HSA may not be combined with other property, except in a common trust fund or common investment fund. **Beneficiary Designation--** You may designate a beneficiary for your HSA by completing a written designation in a form and manner acceptable to the Custodian or Trustee. If you do not designate a beneficiary, your HSA will be paid to your estate when you die.

**Tax Filing--** You are responsible for filing the applicable IRS forms to report certain activities, taxable income and/or penalties associated with your HSA.

**IRS Form--** This HSA uses the precise language of IRS Form 5305-B (Trust) and 5305-C (Custodial) and is therefore treated as approved by the IRS. Additional language has been included as permitted by such form. The IRS approval represents a determination as to form and not to the merits of the account.

## DISCLOSURE REQUIRED BY FEDERAL LAW - ELECTRONIC RECORDS DISCLOSURE AND AGREEMENT

Please read this Electronic Records Disclosure and Agreement carefully and keep a copy for your records.

### If requesting to open a Health Savings Account:

**Electronic Copy of Related Disclosures, Agreements and Instructions.** In order to speed up the deposit account application process, with your consent, we will provide you with the following information electronically, rather than by postal mail or in person:

- A deposit account application and all related account disclosures required by applicable federal and state law for the deposit product you have selected; and
- Information and instructions about any additional services that you select during the application process.

**Your Consent is Required.** You must consent to receiving the related legal disclosures, agreements, signature card and instructions before we can provide them to you electronically. Your consent will only apply to the deposit product you have selected, the related legal disclosures and agreements. You will not be consenting to receiving other electronic records or disclosures at this time.

**Paper Copy of Disclosures, Agreements and Instructions.** If you do not want to receive the legal disclosures, agreements and the instructions electronically, you should exit this area of our web site. If you do not consent to receiving an electronic copy of the related legal disclosures, agreements and the instructions, we will not be able to open the deposit account via our website. You may visit any of our locations and speak with a customer service representative. A list of our locations may be found at our Web site. If you consent to receive the disclosures, agreements and instructions electronically, you can also request a paper copy of the related legal disclosures, agreements and instructions by contacting our Customer Contact Center by phone at the number listed on our Web site. We will not charge you any fees for providing a paper copy of the disclosures, agreements and instructions.

**System Requirements to Access the Information.** To receive an electronic copy of the requested file, you must have the following equipment and software:

- You must have a personal computer or other access device, which is capable of accessing the Internet (e.g., you must have a modem and available phone line, a cable Internet connection or some other means of access to the Internet, and you must have an active account with an Internet service provider). Your access to this page verifies that your system meets these requirements.
- You must have an Internet web browser which is capable of supporting 128bit SSL encrypted communications, which requires a minimum web browser version of either Microsoft® Internet Explorer version 6.0 or Netscape Navigator® version 4.73, and your system must have 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software meet these requirements.
- You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 5.1 or higher (available for downloading at [www.adobe.com/products/acrobat/readstep2.html](http://www.adobe.com/products/acrobat/readstep2.html)). Your access to this page verifies that your system has the necessary software to permit you to receive and access PDF files.

**System Requirements to Retain the Information.** To retain a copy of the requested file, your system must have the ability to either download (e.g., to your hard disk drive or a floppy diskette) or print PDF files. You must have a functioning printer connected to your personal computer or other access device, which is able to print the related disclosures, agreements, and the instructions on plain white 8½ x 11 inch paper.

## USA Patriot Act

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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 on personal accounts, identifies each person who opens an account. In addition, on legal entity accounts, we will require identification on beneficial owners and controlling person.

What this means to you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**Liberty Health Savings Account Basic - Truth-in-Savings Disclosure**  
**This disclosure replaces any Truth-in-Savings Disclosures given to you previously.**

**ELIGIBILITY REQUIREMENTS.** To qualify for a Health Savings Account, you must:

- Be covered by a qualified High Deductible Health Plan
- Not be covered by other health insurance for first-dollar medical coverage
- Not be enrolled in Medicare
- Cannot be claimed as a dependent on someone else's tax return

**RATE INFORMATION.** The interest rate listed in a tier will be paid for only that portion of your average balance range that is equal to or greater than the low balance amount but less than the high balance amount within that tier.

If your daily balance is below \$2,000.00, the interest rate paid on the entire balance in your account will be 0.050%, with an annual percentage yield of 0.05%.

If your daily balance is equal to or greater than \$2,000.00 but less than \$5,000.00, the interest rate paid on the deposited balance in this account tier will be 0.100% with an annual percentage yield of 0.10%.

If your daily balance is equal to or greater than \$5,000.00 but less than \$15,000.00, the interest rate paid on the deposited balance in this account tier will be 0.150% with an annual percentage yield of 0.15%.

If your daily balance is equal to or greater than \$15,000.00, the interest rate paid on the deposited balance in this account tier will be 0.200% with an annual percentage yield of 0.20%.

Your interest rate and annual percentage yield may change.

**Determination of Rate.** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes.** We may change the interest rate on your account at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**Compounding and Crediting.** Interest will be compounded daily and will be credited to your account the last day of every month. If you close your account before interest is credited, you will not receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** A maximum monthly maintenance fee of \$5.00 will be imposed every statement cycle if the average daily balance for the statement cycle falls below \$3,000. The monthly maintenance fee may be reduced if negotiated with your employer.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS.** There is no check-writing ability on this account.

**HEALTH SAVINGS ACCOUNTS.** Health Savings Accounts (HSAs) are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your HSA Agreement or your tax advisor for additional information. HSA accounts cannot be overdrawn; overdrawn your account may result in account closure.

**FEES AND CHARGES.** Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Liberty Health Savings Account Plus - Truth-in-Savings Disclosure**  
**This disclosure replaces any Truth-in-Savings Disclosures given to you previously.**

**ELIGIBILITY REQUIREMENTS.** To qualify for a Health Savings Account, you must:

- Be covered by a qualified High Deductible Health Plan
- Not be covered by other health insurance for first-dollar medical coverage
- Not be enrolled in Medicare
- Cannot be claimed as a dependent on someone else's tax return

**RATE INFORMATION.** The interest rate listed in a tier will be paid for only that portion of your average balance range that is equal to or greater than the low balance amount but less than the high balance amount within that tier.

If your daily balance is below \$2,000.00, the interest rate paid on the entire balance in your account will be 0.100%, with an annual percentage yield of 0.10%.

If your daily balance is equal to or greater than \$2,000.00 but less than \$5,000.00, the interest rate paid on the deposited balance in this account tier will be 0.200% with an annual percentage yield of 0.20%.

If your daily balance is equal to or greater than \$5,000.00 but less than \$15,000.00, the interest rate paid on the deposited balance in this account tier will be 0.300% with an annual percentage yield of 0.30%.

If your daily balance is equal to or greater than \$15,000.00, the interest rate paid on the deposited balance in this account tier will be 0.400% with an annual percentage yield of 0.40%.

Your interest rate and annual percentage yield may change.

**Determination of Rate.** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes.** We may change the interest rate on your account at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**Compounding and Crediting.** Interest will be compounded daily and will be credited to your account the last day of every month. If you close your account before interest is credited, you will not receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** No minimum balance requirements apply to this account.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS.** There is no check-writing ability on this account.

**HEALTH SAVINGS ACCOUNTS.** Health Savings Accounts (HSAs) are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your HSA Agreement or your tax advisor for additional information.

**FEES AND CHARGES.** A service fee of \$6.00 will be charged to your account each statement cycle. Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**Liberty Health Savings Account Gold - Truth-in-Savings Disclosure**  
**This disclosure replaces any Truth-in-Savings Disclosures given to you previously.**

**ELIGIBILITY REQUIREMENTS.** To qualify for a Health Savings Account, you must:

- Be covered by a qualified High Deductible Health Plan
- Not be covered by other health insurance for first-dollar medical coverage
- Not be enrolled in Medicare
- Cannot be claimed as a dependent on someone else's tax return

**RATE INFORMATION.** The interest rate listed in a tier will be paid for only that portion of your average balance range that is equal to or greater than the low balance amount but less than the high balance amount within that tier.

If your daily balance is below \$2,000.00, the interest rate paid on the entire balance in your account will be 0.100%, with an annual percentage yield of 0.10%.

If your daily balance is equal to or greater than \$2,000.00 but less than \$5,000.00, the interest rate paid on the deposited balance in this account tier will be 0.200% with an annual percentage yield of 0.20%.

If your daily balance is equal to or greater than \$5,000.00 but less than \$15,000.00, the interest rate paid on the deposited balance in this account tier will be 0.300% with an annual percentage yield of 0.30%.

If your daily balance is equal to or greater than \$15,000.00, the interest rate paid on the deposited balance in this account tier will be 0.400% with an annual percentage yield of 0.40%.

Your interest rate and annual percentage yield may change.

**Determination of Rate.** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes.** We may change the interest rate on your account at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**Compounding and Crediting.** Interest will be compounded daily and will be credited to your account the last day of every month. If you close your account before interest is credited, you will not receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** No minimum balance requirements apply to this account.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

## DEPOSIT ACCOUNT AGREEMENT

**General Agreement.** The terms "you" and "your" refer to the depositor (whether joint or individual) and the terms "we," "us" and "our" refer to the financial institution. The acronym "NOW" means Negotiable Order of Withdrawal. You understand the following Account Agreement ("Agreement") governs your account with us. Your account is also governed by other applicable documents, such as the Truth In Savings Account Disclosure and Privacy Policy, and where applicable, the Funds Availability Policy and Electronic Fund Transfer (Agreement and) Disclosure ("Disclosures"), which are incorporated by reference. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

**General Rules.** The following rules apply to your account:

**1. Deposits.** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may, at our sole discretion, refuse to accept particular instruments as deposits. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned unpaid. In addition, you are liable to us for all costs and expenses related to the collection of any or all of that amount from you. Funds deposited to your account are available in accordance with the Disclosures.

**2. Collection of Deposited Items.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

**3. Set-offs and Liens.** We may set-off funds in your account and any other accounts held by you, jointly or individually, to pay any debt you may owe us; this includes any item(s) that we have cashed for you that are returned to us unpaid. If the account is a joint account, we may offset funds for the debt of any one of the owners. In addition, you grant to us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction.

**4. Claims.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

**5. Expenses.** You agree to be liable to us for any loss, costs or expenses that we incur as a result of any dispute involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, costs or expenses from your account without prior notice to you.

**6. Dormant Accounts.** You understand that if your account is dormant, you may be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. You understand that your account balance may be escheated (that is, turned over to the state) in accordance with state law.

**7. Fees, Service Charges and Balance Requirements.** You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures.

**8. Non-Sufficient Funds.** If your account lacks sufficient available funds to pay a check, preauthorized transfer, or other debit activity presented for payment, we may return such item for non-sufficient funds and may charge you a fee as provided in the Disclosures, subject to our Overdraft Policy, and, if applicable, to any overdraft protection plan you have consented to in writing with us. Regardless, our handling of the item may subject your account to a fee. We will process checks and other debit items in the order identified in your Truth In Savings disclosure.

**9. Amendments and Alterations.** You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to

any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

**10. Notices.** You are responsible for notifying us of any address or name changes, the death of an account holder or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied.

**11. Closing Account.** We may close the account at any time, with or without cause, by sending you notice and a check for the balance in our possession to which you are entitled. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.

**12. Transfers and Assignments.** You cannot assign or transfer any interest in your account unless we agree in writing.

**13. Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the state in which the account is opened unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law.

**14. ACH and Wire Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH" ) entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association ("NACHA" ) Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made.

**Provisional Payment.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Choice of Law.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

**International ACH Transactions.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the

United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**15. Stop Payments.** If you request us to stop payment on a check you have written or on a preauthorized transfer, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, we reserve the right to cancel the request. Requests to stop all future payments on a preauthorized transfer may require additional documentation to be supplied to us. Your stop payment request must describe the item or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a check you have written will remain in effect for 6 months or until we receive written revocation of the stop payment, whichever occurs first. A stop payment on a preauthorized transfer will remain in effect until we receive a withdrawal of the stop payment request or the return of the debit entry(ies), whichever occurs first. You may be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request. Written communication includes communication by electronic record.

**22. Checks.** All negotiable paper (" checks" ) presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account, or on any check issued by you, must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met. You are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**23. Substitute Checks.** To make check processing faster, federal law permits financial institutions 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 check(s).

**24. Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

**25. Check Safekeeping.** If you can write checks on your account and utilize check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or

as required by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. When you request a copy of a check it may be subject to a fee as defined in the Disclosures.

**26. Statements.** We will provide you with a periodic statement showing the account activity. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us, you will have no claim against us. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it, or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**27. Signatures.** Your signature on the Account Information form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks and other items are processed automatically, i.e., without individual review of each check or item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing checks and other items, i.e., without individual review of each check or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

**28. Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

## FUNDS AVAILABILITY POLICY DISCLOSURE

**PURPOSE OF THIS DISCLOSURE** The information here describes our policy of holding deposited items in an account before funds are made available to you for withdrawal. This is our Funds Availability Policy. In summary our policy is to make your funds available on the first Business Day after the day of deposit. Please refer to the section DETERMINING THE AVAILABILITY OF YOUR DEPOSIT for the complete policy.

For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to Liberty Savings Bank. The term "account" includes any demand deposit, negotiable order of withdrawal account, savings deposit, money market account or other non-time deposit account.

**DETERMINING THE AVAILABILITY OF YOUR DEPOSIT** The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

**AVAILABILITY SCHEDULE** Our policy is to make funds from your cash and check deposits available to you on the first Business Day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

**HOLDS ON OTHER FUNDS FOR CHECK CASHING** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it and we decided to delay availability on the deposit.

**HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT** If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for

withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited and we decided to delay availability on the deposit.

**LONGER DELAYS MAY APPLY** In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. 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. The first \$200.00 of your deposits, however, may be available on the first Business Day after the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, 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 one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposit by check may be delayed for a longer period under the following circumstances: (a) if we believe a check you deposit will not be paid; (b) if you deposit checks totaling more than \$5,000 on any one day; (c) if you redeposit a check that has been returned unpaid; (d) if you have overdrawn your account repeatedly in the last six months; or (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your availability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eighth Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**SPECIAL RULES FOR NEW ACCOUNTS** If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. 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 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 on 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 first Business Day after the day of deposit.

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

**DEPOSITS AT AUTOMATED TELLER MACHINES** If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 7:00 pm EST on a Business Day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 7:00 pm EST or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

Funds from any deposits (cash or checks) made at ATMs that we do not own or operate will not be available until the fifth Business Day after the day of your deposit. This rule does not apply at ATMs that we own or operate.

All ATMs that we own or operate are identified as our machines.

### **Important Information About Your Account Substitute Checks and Your Rights**

**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 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.

**What Are My Rights 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 \$2,500.00 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.

**How Do I 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 call us at 844.424.2265 or write to us at Liberty Savings Bank, Attn: HSA Department, 2323 Stickney Point Rd, Sarasota, FL 34231.

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/or the following information to help us identify the substitute check such as the check number, the name of the person to whom you wrote the check, the amount of the check.

An expedited recredit claim must be submitted in writing. When a claim has been submitted orally, we must receive that written claim within 10 Business Days of the oral claim.

## ELECTRONIC FUND TRANSFER DISCLOSURE

For purposes of this disclosure the terms "we", "us" and "our" refer to Liberty Savings Bank, FSB. The terms "you" and "your" refer to the recipient of this disclosure.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM Card or MasterCard Debit Card at automated teller machines (ATMs) and any networks described below.

This disclosure contains important information about your use of electronic fund transfer (EFT) services provided by Liberty Savings Bank, FSB in relation to accounts established primarily for personal, family or household purposes. Please read this document carefully and retain it for future reference.

## ELECTRONIC FUND TRANSFER SERVICES PROVIDED

**SERVICES PROVIDED THROUGH USE OF MASTERCARD DEBIT CARD.** If you have received an electronic fund transfer card ("ATM Card" or "MasterCard Debit Card") from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the MasterCard Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your MasterCard Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your MasterCard Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Liberty Savings Bank, FSB immediately if your MasterCard Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your MasterCard Debit Card or to write your PIN on your MasterCard Debit Card or on any other item kept with your MasterCard Debit Card. We have the right to refuse a transaction on your account when your MasterCard Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your MasterCard Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised.

**ATM SERVICES.** Your HSA MasterCard Debit card cannot be used at any ATM machine.

**POINT OF SALE TRANSACTIONS.** You may use your MasterCard Debit Card to purchase goods and services from merchants that have arranged to accept your MasterCard Debit Card as a means of payment (these merchants are referred to as "Participating

Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your MasterCard Debit Card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account for MasterCard Debit Card transactions is your HSA checking account.

Merchants may be restricted based upon the service or product they offer. You will not be able to use your MasterCard Debit Card at every merchant.

Each time you use your MasterCard Debit Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the MasterCard Debit Card transactions. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

**CURRENCY CONVERSION - MasterCard®.** If you perform transactions with your card with the MasterCard® logo in a currency other than US dollars, MasterCard International Inc., will convert the charge into a US dollar amount. At MasterCard International they use a currency conversion procedure, which is disclosed to institutions that issue MasterCard®. Currently the currency conversion rate used by MasterCard® International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

**IMPORTANT ADDITIONAL FEE NOTICE:** MasterCard® charges us a Currency Conversion Fee of 0.200% of the transaction amount for performing currency conversions and a Cross-Border Fee of 0.800% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 1.000% of the dollar amount on all cross-border transactions - i.e., transactions processed through the "Global Clearing Management System" or the "MasterCard® Debit Switch" when the country of the merchant or machine is different than your country, as cardholder.

**SERVICES PROVIDED THROUGH USE OF TELEPHONE BANKING SERVICE.** You may perform the following functions through use of Telephone Banking Service at 844.424.2265:

- You may make balance inquiries on your HSA checking account.
- You may inquire on the history on your HSA checking account.

**PREAUTHORIZED TRANSFER SERVICES.** You may arrange for the preauthorized automatic deposit of funds to your HSA checking account.

You may arrange for the preauthorized automatic payment of bills from your HSA checking account.

**SERVICES PROVIDED THROUGH USE OF LIBERTY HEALTH WEALTHCARE PORTAL.** Liberty Savings Bank, FSB offers its customers use of our online HSA portal.

You may access your account(s) via computer by logging into the portal URL provided at account opening and entering your identification information and password. You may perform the following transactions through the Liberty Health online banking service:

- Initiate contributions to your HSA checking account
- Pay qualified medical expense via Bill Pay
- Reimburse yourself for qualified medical expenses
- Save copies of your qualified medical receipts

You may obtain the following information through the Liberty Health online banking service:

- HSA account balance
- HSA account history

## **LIMITATIONS ON TRANSACTIONS**

### **TRANSACTION LIMITATIONS - MASTERCARD DEBIT CARD**

**CASH WITHDRAWAL LIMITATIONS** – You are not able to withdraw cash at ATM machines.

**POINT OF SALE LIMITATIONS** - You may buy up to \$5,000.00 worth of goods or services in any one day through use of our Point of Sale service.

### **OTHER LIMITATIONS**

We reserve the right to impose limitations for security purposes at any time.

You may not deposit at ATM machines.

Your MasterCard Debit Card may be limited as to which merchants you may use the card at and what products or services you are able to purchase.

## **NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

### **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.**

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your MasterCard Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company you can call us at 844.424.2265 to find out whether or not the deposit has been made.

### **RIGHTS REGARDING PREAUTHORIZED TRANSFERS**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment, call us at 844.424.2265 or write to Liberty Savings Bank, FSB, Attn: HSA Department, 2323 Stickney Point Rd, Sarasota, FL 34231.

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. 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.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

### **YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT**

If you believe your MasterCard Debit Card or PIN or internet banking access code has been lost or stolen, call us at 844.424.2265 or write to Liberty Savings Bank, FSB, Attn: HSA Department, 2323 Stickney Point Rd, Sarasota, FL 34231.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

### **CONSUMER LIABILITY**

Tell us at once if you believe your MasterCard Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days after you learn of the loss or theft of your MasterCard Debit Card or PIN, you can lose no more than fifty dollars (\$50) if someone used your MasterCard Debit Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your MasterCard Debit Card or PIN and we can prove we could have stopped someone from using your MasterCard Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account, if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

### **CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING MASTERCARD DEBIT CARD**

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However,

different limitations apply to certain transactions involving your card with the MasterCard® logo. These limits apply to unauthorized transactions processed on the MasterCard® Network.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your MasterCard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us. For commercial accounts, zero liability protection will only apply to transactions conducted with a card issued for a commercial purpose under a "small business" program as described on [www.mastercardbusiness.com](http://www.mastercardbusiness.com) (information found under "Small Business", then select the "Products" tab).

#### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS**

In case of errors or questions about your electronic fund transfers, call us at 844.424.2265 or write to Liberty Savings Bank, FSB, Attn: HSA Department, 2323 Stickney Point Rd, Sarasota, FL 34231 or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Liberty Savings Bank, FSB no later than 60 days after it sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

#### **LIABILITY FOR FAILURE TO COMPLETE TRANSACTION**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your MasterCard Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

#### **CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS**

**SCHEDULE OF FEES.** The schedule of fees referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Liberty Savings Bank, FSB upon request.

#### **DISCLOSURE OF ACCOUNT INFORMATION**

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. With your consent.

**DEFINITION OF BUSINESS DAY**

Business days are Monday through Friday excluding holidays.

**ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and Liberty Savings Bank, FSB.

You agree not to reveal your PIN to any person not authorized by you to access your account.

Illegal Use. You agree not to use your ATM Card or MasterCard Debit Card for any illegal transactions, including internet gambling and similar activities.

**HSA Fee Schedule  
Effective May 1, 2019**

Account Closeout/Transfer	\$35.00
Investment Account Fee	\$2.50/month
Non-Sufficient Funds/Overdraft	\$37.00 per item
Paper Statement Enrollment	\$2.95 per quarter

**FACTS**

**WHAT DOES LIBERTY SAVINGS BANK, FSB DO WITH YOUR PERSONAL INFORMATION?**

**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- credit score and transaction history
- overdraft history and checking account information

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons Liberty Savings Bank chooses to share; and whether you can limit this sharing.

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

**Questions?**

Call 800.436.6300 or go to [www.libertysavingsbank.com](http://www.libertysavingsbank.com).



## Who we are

Who is providing this notice?

Liberty Savings Bank, FSB

## What we do

How does Liberty Savings Bank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Liberty Savings Bank collect my personal information?

We collect your personal information, for example, when you

- open an account or apply for a loan
- provide employment information or give us your wage statements
- make deposits or withdrawals from your account

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Liberty Savings Bank has no affiliates.*

**Non-affiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Liberty Savings Bank does not share with non-affiliates so they can market to you.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include insurance issuers, credit card issuers, and other financial services companies.*

## Other important information



# Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement (this “*Agreement*”) with Liberty Savings Bank, FSB (“*we*” or “*us*”). This Agreement states the terms and conditions on which we (as your “*Relationship Institution*”) will endeavor to place funds into deposit accounts at receiving depository institutions (each a “*Destination Institution*”) from a transaction account with us into which you (the “*Depositor*”) have deposited funds for such placement (the “*Transaction Account*”). The Destination Institutions will be depository institutions at which deposit accounts are insured by the Federal Deposit Insurance Corporation (“*FDIC*”) up to maximum deposit insurance amounts.

We will endeavor to place your funds at Destination Institutions using ICS®, the Insured Cash Sweep® service of Promontory Interfinancial Network, LLC (“*Promontory*”). The amount of your funds that we place in the deposit accounts that have been established for the placement of your funds at Destination Institutions (each a “*Deposit Account*”) will not exceed the FDIC standard maximum deposit insurance amount (“*SMDIA*”), currently \$250,000, at any one Destination Institution.

**We offer placement of funds through ICS to businesses, nonprofit entities, and, subject to applicable law, public entities. We may also choose to place funds through ICS for individuals with a demonstrated need to maintain large cash balances (e.g., \$500,000 or more) over a 12-month period. You must be capable of using, and you agree to use, the ICS Depositor Control Panel (“*DCP*”), an online tool described in this Agreement, to review proposed placements and for other purposes. You also agree to receive notices concerning ICS deposits that may be posted on the DCP or sent by email.**

Funds in your Deposit Accounts will be “deposits,” as defined by federal law, at the Destination Institutions. We offer both the ICS demand option and the ICS savings option. Each Deposit Account at a Destination Institution in which your funds will be placed using the ICS demand option will be a demand deposit account (“*DDA*”). Each Deposit Account at a Destination Institution in which your funds will be placed using the ICS savings option will be a money market deposit account (“*MMDA*”). With the ICS demand option, you are permitted unlimited withdrawals. With the ICS savings option, you are permitted up to six withdrawals per month.

## 1. Your Relationship With Us

### 1.1. *Agency and Custodial Relationship*

(a) We will act as your agent in placing your funds in Deposit Accounts through ICS and, under our separate custodial agreement with you (the “*Custodial Agreement*”), as your custodian for the Deposit Accounts. We will not act as your investment adviser, and we will have no obligation to advise you of alternative investments. The Bank of New York Mellon (“*BNY Mellon*”) will act as our sub-custodian, settlement agent, reconciliation agent, and recordkeeper. BNY Mellon will also act as recordkeeper for Destination Institutions at which your Deposit

Accounts are established, maintaining certain deposit account records for those Destination Institutions.

(b) Each Deposit Account (i) will be recorded on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) will be recorded on the records of BNY Mellon in our name, as your custodian, and (iii) will be recorded on our records in your name, all in a manner that will permit the Deposit Account to be FDIC-insured to the same extent as if you held it directly with the Destination Institution. For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, your Deposit Accounts and all your security entitlements and other related interests and assets with respect to your Deposit Accounts, and we will treat you as entitled to exercise the rights that comprise your Deposit Accounts. All interests that we hold with respect to your Deposit Accounts are held by us solely as your securities intermediary and are not our property. You are and will remain the owner of all funds of yours that we place for you through the ICS service and any interest on those funds.

(c) As further described below, on each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (a “*Business Day*”), our proposed allocation of your funds to Destination Institutions will be available to you in advance on the DCP to approve or reject. We have entered into an agreement with Promontory to use the ICS service in connection with such allocations. In using ICS, we will adhere to Promontory’s policies and procedures. Promontory is not your agent or custodian, however, and it is not responsible for placement of your funds or custody of your Deposit Accounts.

### 1.2. *Termination of Custodial Relationship*

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer your Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that your ownership of the Deposit Account will be recorded in your name on the books of the Destination Institution. We will endeavor to cause any such request that we receive from you to be promptly forwarded to the Destination Institution. Each Destination Institution at which your funds may be placed has agreed that it will promptly fulfill any such requests, subject to its customer identification policies and other standard account opening terms and conditions.

(b) If a Deposit Account has been recorded in your name on the books of a Destination Institution pursuant to Section 1.2(a), (i) you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the Deposit Account and you will no longer be able to enforce your rights in the Deposit Account against the Destination Institution through us, and (ii) the interest rate applicable to the Deposit Account will be the interest rate that the Destination Institution establishes, which may be lower than an interest rate that we might have established.

## 2. Your Deposits at Destination Institutions

### 2.1. *The Deposit Accounts and the Interest Rate*

(a) Each of your Deposit Accounts, including the principal balance and the accrued interest, will be a deposit obligation of the Destination Institution at which the Deposit Account has been established and will not be an obligation of Promontory, BNY Mellon, or us. We, as your custodian, will maintain on our books and records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests with respect to the Deposit Accounts (an “ICS Custodial Account”). We will establish for you separate ICS Custodial Accounts for funds placed using the ICS demand option and for funds placed using the ICS savings option. In addition, we may permit you to have multiple ICS Custodial Accounts for your business purposes with either option, and we may also permit you to have multiple Transaction Accounts associated with an ICS Custodial Account. Having multiple ICS Custodial Accounts or multiple Transaction Accounts will not expand the FDIC insurance coverage available to you in a single insurable capacity.

(b) The interest rate for your Deposit Accounts at Destination Institutions on any day will be the then-current rate we establish for them, which may be any rate (including zero) and which we may modify at any time (the “Interest Rate”). We may establish different Interest Rates for your use of the ICS demand option and the ICS savings option. We do not offer or promise you any particular Interest Rate. In particular, we do not promise you that an Interest Rate will be any particular rate or that an Interest Rate that may be effective at a given time will be effective at a later time. Through your continued participation in ICS, you accept each applicable Interest Rate.

(c) The Destination Institutions have agreed that interest on your Deposit Accounts will accrue and compound daily at the applicable Interest Rate and will be credited to principal at least once each month. Payment of the full amount of all accrued interest with respect to a Deposit Account at a Destination Institution will be solely the responsibility of, and solely enforceable against, that Destination Institution. We will have no indebtedness to you for any such amount.

(d) In accordance with federal regulations, for funds placed using the ICS savings option, each Destination Institution reserves the right to require written notice of an intended withdrawal from an MMDA not less than seven days before the withdrawal is made. The Destination Institutions have indicated that they do not currently intend to exercise this right.

### 2.2. *Balances and Statements*

(a) On any day, you may confirm through the DCP the aggregate principal balance in your Deposit Accounts (your “Program Balance”) for each ICS Custodial Account, and your principal balance and accrued interest at each Destination Institution for each ICS Custodial Account, as of the settlement of payments to and from ICS participating institutions through BNY Mellon (“ICS Settlement”) for the preceding Business Day or, after completion of ICS Settlement on a Business Day, for that Business Day.

(b) For each ICS Custodial Account, we will provide you with periodic account statements that include your Program Balance as of the end of the statement period, the total interest you have earned on

your Deposit Accounts during the period, the rate of return you have earned on the daily average closing principal balance in your Deposit Accounts for the period (which will be referred to as the “Statement Period Yield”), and your principal balance at each Destination Institution in which your funds are deposited as of the end of the period. You should retain these account statements.

(c) The account information available on the DCP as described in Section 2.2(a), and the periodic statements described in Section 2.2(b), will be your record of your Deposit Accounts.

## 3. Program Deposits and Program Withdrawals

### 3.1. *Triggering Events*

(a) Schedule 1 to this Agreement sets forth events that will trigger a transfer of funds at ICS Settlement from the Transaction Account to the Deposit Accounts (a “Program Deposit”) or a transfer of funds at ICS Settlement from the Deposit Accounts to the Transaction Account (a “Program Withdrawal”).

(b) Depending on the terms of Schedule 1, an event that triggers a Program Deposit or a Program Withdrawal (a “Triggering Event”) may be a specified change in the Transaction Account balance, a request by you that we accept, or another event described in Schedule 1.

(c) If we permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account, Schedule 1 may specify separate sets of Triggering Events for each Transaction Account or one set of Triggering Events for all Transaction Accounts.

### 3.2. *Program Deposits*

(a) The occurrence of a Triggering Event for a Program Deposit does not result in a transfer of funds to your Deposit Accounts until the applicable ICS Settlement occurs. Schedule 2 to this Agreement contains important information regarding the status of funds in the Transaction Account.

(b) Subject to the other terms and conditions of this Agreement, and except as provided in the next subsection, a Triggering Event for a Program Deposit under Schedule 1 will result in a transfer of funds to your Deposit Accounts at ICS Settlement the *next* Business Day (a “Regular Program Deposit”).

(c) Schedule 1 states whether a transfer of funds to your Deposit Accounts at ICS Settlement on the *same* Business Day (a “Same-Day Program Deposit”) is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (the “Same-Day Deposit Cutoff Time”). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

(d) We may impose a maximum Program Balance amount for your deposits placed through ICS and will inform you of any maximum Program Balance we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to your Deposit Accounts to the extent it would cause the Program Balance to exceed the maximum amount. In addition, we may choose not to

transfer to the Deposit Accounts an amount that we have credited to the Transaction Account, but have not yet collected from a third party.

(e) There is no per-month limit on the number of permitted Program Deposits.

### 3.3. Program Withdrawals

(a) Subject to the other terms and conditions of this Agreement, a Triggering Event for a Program Withdrawal under Schedule 1 will result in a transfer of funds from your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Withdrawal*"). If the Triggering Event occurs on the last Business Day of a month, the Program Withdrawal will occur on the first Business Day of the following month for purposes of the Program Withdrawal limit that applies in connection with the ICS savings option.

(b) Schedule 1 states whether the transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Withdrawal*") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (the "*Same-Day Withdrawal Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

(c) With the ICS demand option, there is no per-month limit on the number of permitted Program Withdrawals.

(d) With the ICS savings option:

(i) You are permitted up to six Program Withdrawals per month for an ICS Custodial Account. To remain within this limit, you should satisfy yourself that the Triggering Events for Program Deposits and Program Withdrawals under Schedule 1 are appropriate in light of your anticipated day-to-day activity in any Transaction Account associated with the ICS Custodial Account.

(ii) In addition to applying the Program Withdrawal limit, we will allocate funds so that, in accordance with federal regulations, your funds are not withdrawn from an MMDA at any one Destination Institution more than six times in a month.

(iii) Although we may permit you to have more than one ICS Custodial Account for your business purposes, you may not have more than one ICS Custodial Account for the purpose of avoiding the effects of the Program Withdrawal limit.

(iv) If Triggering Events on the same Business Day result in both a Same-Day Program Withdrawal, on that Business Day, and a Regular Program Withdrawal, on the next Business Day, the Triggering Events will have resulted in your use of two of your six Program Withdrawals for the month.

### 3.4. Program Withdrawal Advances; Security Interest

(a) If Schedule 1 provides that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will

retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 3.4(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, your Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount you owe to us, and

(iii) to the extent the amount you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in your Deposit Accounts or in any security entitlements or other interests or assets relating to your Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Transaction Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Transaction Account, we also may decline to honor debit transactions in the Transaction Account in accordance with the separate agreement.

### 3.5. Excess Program Withdrawals

(a) With the ICS savings option, the consequences of exceeding the limit of six Program Withdrawals depend on whether you give us, in Schedule 1, an advance instruction to endeavor to reallocate your funds from the ICS savings option to the ICS demand option in the circumstances described in Section 3.5(b) (a "*Reallocation Instruction*").

(b) If you give us a Reallocation Instruction in Schedule 1, the following provisions will apply:

(i) So long as you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Transaction Account any such funds not so reallocated.

(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Transaction Account any such funds not so reallocated, and (B) the ICS Custodial Account will be ineligible for the ICS savings option for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(c) If you do not give us a Reallocation Instruction in Schedule 1, the following provisions will apply:

(i) If you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Transaction Account.

(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Transaction Account, and (B) the ICS Custodial Account will be ineligible for Program Deposits for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(d) If all the funds in MMDAs for an ICS Custodial Account have been returned to the Transaction Account pursuant to Section 3.5(b) or Section 3.5(c), no Program Deposits for the ICS savings option will occur before the end of the month. If, in addition, the ICS Custodial Account has become ineligible for Program Deposits, no Program Deposits for the ICS Custodial Account will occur during the period of ineligibility.

#### 4. Daily Allocation and Depositor Control

##### 4.1. *Daily Allocation; Review and Consent*

(a) In addition to allocating your funds to each Destination Institution in an amount that is under the FDIC insurance limit, the ICS process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts they have placed for their own customers and possible limits on the amounts a Relationship Institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) As a result of the daily allocation of funds in ICS and the allocation objectives outlined in Section 4.1(a), the set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may

involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect any Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

##### 4.2. *Destination Institution Exclusions*

(a) We will not allocate your funds to any Destination Institution that is on your then-effective list of exclusions from eligibility to receive your funds through ICS (your "*List of Exclusions*").

(b) You may enter the name of any depository institution on your List of Exclusions in Schedule 4 to this Agreement. An exclusion in Schedule 4 is effective when we have signed the Agreement. You may later add exclusions to your List of Exclusions, or subtract exclusions from your List of Exclusions, by contacting us in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

(c) If, on a Business Day, you have outstanding deposits that we have placed for you using Promontory's CDARS® service, and you have provided the same taxpayer identification number to us for purposes of CDARS and ICS, our allocation of your funds at Destination Institutions for that Business Day in ICS:

(i) will not include allocation to a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through CDARS, and

(ii) will not cause the balance in your Deposit Accounts at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at that Destination Institution through CDARS, to exceed the SMDIA.

##### 4.3. *Depositor Control Panel*

(a) Promontory will assist us in providing the DCP to you. Schedule 3 to this Agreement provides access information for the DCP. When you first log in to the DCP using the login credentials described in Schedule 3, you will be required to change your DCP user name and password.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP for your records, and the knowledge and experience to use an online tool for the DCP functionality. In addition, you acknowledge that you will be required to obtain and maintain all equipment and services necessary for access to the DCP.

#### 4.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts at Destination Institutions after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from one or more Destination Institutions and deposited in one or more other Destination Institutions.

(b) After the provisional allocation occurs on a Business Day, but before it becomes final at the day's ICS Settlement, Depositor Placement Review ("DPR") will occur through the DCP. Even if a Destination Institution is not on your List of Exclusions, the final allocation that day will not allocate your funds to a Destination Institution at ICS Settlement if you reject it during DPR through the DCP. The initial DPR time period is set forth in Schedule 3. We may change the DPR period by posting advance notice of the change on the DCP. Your rejection of a Destination Institution will be effective only if you submit it, as specified in the DCP, before DPR ends.

(c) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day (the "Proposed Placement List"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the proposed allocation and your funds will be allocated in accordance with the list.

(d) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (the "Alternate Placement List"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(e) If the provisional allocation on a Business Day would result in funds of yours currently at one Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Transaction Account.

(f) A Destination Institution that you reject in DPR will also be added to your List of Exclusions, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(g) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions of Destination Institutions, and rejections of Destination Institutions in DPR, may increase the chance that funds will not be allocated. If funds not yet transferred to your Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Transaction Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Transaction Account.

#### 5. FDIC Insurance Considerations

##### 5.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at [www.fdic.gov](http://www.fdic.gov) or by contacting the FDIC by letter, email, or telephone. All your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. You should add to your List of Exclusions any FDIC-insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include individual accounts, joint accounts, and individual retirement accounts. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate taxpayer identification number ("TIN") does not necessarily evidence or establish a separate insurable capacity. It is your obligation to determine whether funds we are placing for you through ICS are maintained in separate insurable capacities. We may use your TIN to identify you, and we place your funds on the understanding that you are not depositing funds for placement under more than one TIN in the same insurable capacity.

(b) Your deposits in the Transaction Account, alone or when aggregated with your other deposits with us in the same insurable capacity, may exceed the SMDIA. Schedule 2 describes measures you should take if you cannot accept risks associated with uninsured deposits in the Transaction Account.

(c) The requirements for FDIC deposit insurance coverage of the deposits of the United States government, state, county, and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.

(d) The records maintained for us by BNY Mellon regarding ownership of your Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information. We will inform BNY Mellon of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails. The FDIC could also require you to provide additional documentation.

##### 5.2. Deposit Insurance Payments

(a) If deposit insurance payments become necessary for one of your Deposit Accounts, the FDIC is required to pay the principal amount plus accrued interest to the date of the closing of the Destination

Institution, as prescribed by law, subject to the SMDIA. No interest is earned on deposits from the time a Destination Institution closes until insurance payments are received. As an alternative to making a direct insurance payment, the FDIC may transfer the deposits of an insolvent institution to a solvent institution. The solvent institution may change the interest rate on a deposit, subject to your right to withdraw the funds.

(b) We will notify you if we receive a deposit insurance payment from the FDIC with respect to your Deposit Account at a failed Destination Institution. Should we receive a deposit insurance payment with respect to your Deposit Account at a failed Destination Institution, we will place the amount of the payment in one or more Deposit Accounts at Destination Institutions pursuant to the deposit placement procedures set forth in this Agreement, subject to the other terms and conditions of this Agreement, including Section 3.4.

(c) In general, if an insured depository institution is closed, the FDIC is required by law to pay the insured deposits "as soon as possible," either by cash or by transferring the deposit to a new insured depository institution. It is possible, however, that an insurance payment could be delayed. We will not be obligated to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment, and we will not be obligated to advance funds with respect to any such payment.

### 5.3. *Responsibility to Monitor Deposits; Publicly Available Information*

(a) You are responsible for monitoring the total amount of funds in your Deposit Accounts at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each allocation of your funds to Destination Institutions is consistent with your exclusions and rejections by visiting the DCP and viewing the allocation, recognizing that the funds could be allocated to different Destination Institutions on any Business Day.

(b) Publicly available financial information concerning the Destination Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx).

## 6. Additional Considerations

### 6.1. *Reciprocal and One-Way*

(a) We may participate in the ICS service through one or both of two different forms of the service. When we place your funds using ICS® Reciprocal<sup>SM</sup>, we will receive matching funds placed by other participating institutions for their customers and pay a fee to Promontory. When we place your funds using ICS® One-Way<sup>SM</sup>, we will not receive matching funds placed by other participating institutions for their customers or pay a fee to Promontory, but we and Promontory may receive fees from Destination Institutions in connection with funds placed. The fees may be different for different Destination Institutions.

(b) The interest you receive on your Deposit Accounts will be earned at the applicable Interest Rate, whether we use ICS Reciprocal or ICS One-Way in placing your funds. The Interest Rate may be different depending on which form of ICS we use. In ICS Reciprocal, the fee we pay to Promontory may affect the applicable Interest Rate. In ICS One-Way, fees paid by Destination Institutions to us or to

Promontory, or cost-of-funds rates at which Destination Institutions may request funds, may affect the Interest Rate. We will not collect a fee from you for the placement of your funds through ICS.

(c) Schedule 4 includes two boxes relating to which form of the ICS service we may use in connection with the placement of your funds. If you check the first of these two boxes, we may use ICS Reciprocal, ICS One-Way, or both. We will not be obligated to inform you of the Interest Rate that might be available using the other form, and we may select a form of ICS that provides greater benefits to us. If you check the second of these two boxes, we may use only ICS Reciprocal in connection with the placement of your funds.

(d) If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining whether the placement of your funds through ICS, in accordance with Schedule 4, satisfies the restrictions.

### 6.2. *Compare Rates*

(a) We are not advising you regarding alternative investments, and you are responsible for comparing the rates of return and other features of your Deposit Accounts to other available deposit accounts, and other kinds of investments, before deciding to have us place your funds using ICS.

(b) An applicable Interest Rate for your Deposit Accounts may be higher or lower than interest rates on comparable deposits available directly from us, from the Destination Institutions that establish your Deposit Accounts, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions. Without limiting the foregoing, an Interest Rate may be lower than an interest rate established for another customer for which funds are being placed or a cost-of-funds rate for a Destination Institution.

(c) Promontory may offer us and our employees non-cash incentives of insignificant monetary value, such as plaques, in connection with our placement of funds.

### 6.3. *Allocation Considerations and Compensatory Payments*

(a) The ICS allocation process is subject to applicable law and may be affected by our objectives, Promontory's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, reflecting the difference between an interest rate for a placing institution's customers and a rate at which the receiving institution would otherwise pay interest.

(c) If we were to become insolvent, the FDIC could transfer custody of your Deposit Accounts to a new custodian that participates in ICS. Alternatively, you could elect to establish your Deposit Accounts directly with the Destination Institutions or you could elect to have the funds in your Deposit Accounts returned to you.

#### 6.4. *Mutual Institution Voting and Subscription Rights*

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be identified on the books of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf. You hereby waive any right you may have to attend or vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if you held a Deposit Account as of an applicable record date.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, attend or vote at any meeting of the depositor members of the mutual institution, or receive subscription rights in the event the mutual institution converts from mutual to stock form, you must dismiss us as custodian before the applicable record date (a date that is usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion) and have your ownership of the Deposit Account recorded in your name directly on the books of the mutual institution.

### 7. Other Provisions

#### 7.1. *Release and Use of Identifying Information*

(a) You consent to our providing your name, TIN or other alphanumeric identifier, and other identifying information ("*Identifying Information*") to BNY Mellon, Promontory, and other parties providing services in connection with ICS (each a "*Service Provider*"). A Service Provider may use the Identifying Information only in connection with its provision of services relating to ICS. We or a Service Provider may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(b) We will not provide Identifying Information to any other party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory or BNY Mellon. Promontory may use and disclose information regarding aggregated activity of ICS depositors, provided it does not use or disclose any Identifying Information in a manner contrary to this Section 7.1.

#### 7.2. *Liability and Dispute Resolution*

(a) We are responsible for maintaining, directly or through a Service Provider, appropriate records of our placements for you. We are also responsible for not placing your funds through ICS at any Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at any Destination Institution that is the subject

of an effective rejection by you at the time of the applicable ICS Settlement, in an ICS placement at a Destination Institution under a single TIN in an amount that exceeds the SMDIA, or in a manner that violates Section 4.2(c). IF ALL OR PART OF YOUR DEPOSIT AT A DESTINATION INSTITUTION IS UNINSURED BECAUSE OF OUR FAILURE TO FULFILL THESE RESPONSIBILITIES, AND IF THE DESTINATION INSTITUTION FAILS AND YOU DO NOT OTHERWISE RECOVER THE UNINSURED PORTION, WE WILL REIMBURSE YOU FOR YOUR DOCUMENTED LOSS OF THE UNINSURED PORTION.

(b) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN THE PRECEDING SUBSECTION, AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL PROMONTORY OR BNY MELLON BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR: (I) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (II) DELAY IN ANY FDIC INSURANCE PAYMENT, (III) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (IV) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(c) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN YOUR CUSTODIAL AGREEMENT.

#### 7.3. *Miscellaneous*

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, written or oral, relating to any matter herein, and may not be amended by any oral representation made or oral agreement reached after the execution of this Agreement.

(b) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 7 will survive termination.

(c) Schedules 1, 2, 3, and 4 (each a "*Schedule*") are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(d) This Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope or intent of this Agreement

or any clause hereof. The term “applicable law” refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The term “including” does not imply exclusion. The term “month” refers to the calendar month.

SCHEDULE 1 TO ICS DEPOSIT PLACEMENT AGREEMENT

Program Deposits and Program Withdrawals

1. Specified Terms

(a) The Same-Day Deposit Cutoff Time and the Same-Day Withdrawal Cutoff Time are as follows:

:  A.M.     Eastern     Central     Mountain     Pacific    (check one)

(b) Reallocation Instruction:

If you check this box, you are giving us a Reallocation Instruction as specified in Section 3.5.

If you check this box, you are not giving us a Reallocation Instruction.

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a Regular Program Deposit request by you that we receive and accept. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to your Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to your Deposit Accounts at ICS Settlement later the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Transaction Account and credit a holding account before the transfer of funds to your Deposit Accounts occurs at ICS Settlement.

3. Program Withdrawals

(a) The Triggering Event for a Regular Program Withdrawal is a Regular Program Withdrawal request by you that we receive and accept. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from your Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Withdrawal is a Same-Day Program Withdrawal request by you that we receive and accept before the Same-Day Withdrawal Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from your Deposit Accounts at ICS Settlement later the same Business Day.

(c) Subject to the other terms and conditions of this Agreement, including Section 3.4, and subject to the rules and cutoff times that otherwise apply to Transaction Accounts with us, after we have received and accepted your Program Withdrawal request, we may in our discretion advance funds to you in anticipation of a Program Withdrawal to honor your debit transactions in the Transaction Account so long as the sum of your funds in the Transaction Account and your funds in your Deposit Accounts of the applicable type, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We may do so even if the amount of the debit transaction exceeds the Transaction Account balance. As set forth in Section 3.4, you will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(d) If a Triggering Event for a Program Withdrawal occurs, we may credit the Transaction Account and debit a holding account before the transfer of funds from your Deposit Accounts occurs at ICS Settlement.

## SCHEDULE 2 TO ICS DEPOSIT PLACEMENT AGREEMENT

### Transaction Account

Although we will not place your funds through ICS at any one Destination Institution in an amount that exceeds the FDIC standard maximum deposit insurance amount ("SMDIA") of \$250,000, balances in your Transaction Account, separately or together with your other balances with us in the same insurable capacity, may exceed the SMDIA. For example, your balances may exceed the SMDIA until ICS Settlement for a pending large Program Deposit or if all funds in your Deposit Accounts are returned to your Transaction Account for the remainder of a month as a result of the application of the Program Withdrawal limit. If you cannot accept the risk associated with uninsured deposits in these or other circumstances, it will be your responsibility to make arrangements with us to have such funds collateralized, protected by a properly-executed repo sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.

SCHEDULE 3 TO ICS DEPOSIT PLACEMENT AGREEMENT

Depositor Control Panel and Depositor Placement Review

1. Depositor Control Panel

The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

Your initial login credentials for the Depositor Control Panel will be as follows:

User name:	The account number for the Transaction Account
Password:	The last four characters of the TIN or other alphanumeric identifier entered for the sole or primary Depositor on the signature page of this Agreement

You will also be required to enter the email address you have provided to us.

We will separately advise you of any additional steps required of you by additional security controls.

2. Depositor Placement Review

The DPR period each Business Day will be as follows:

12:00 noon to 12:30 P.M. Eastern time
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We may change the DPR period by posting notice on the DCP in advance of the change.

SCHEDULE 4 TO ICS DEPOSIT PLACEMENT AGREEMENT

Service Form and Exclusions

1. Reciprocal and One-Way

If you check this box, we may use ICS Reciprocal, ICS One-Way, or both in connection with our placement of your funds.

If you check this box, we will use only ICS Reciprocal in connection with our placement of your funds.

2. List of Exclusions

Each depository institution entered on your List of Exclusions below will be ineligible, as of the date you and we have signed the Agreement, to receive your funds through ICS as a Destination Institution. You may subsequently change your List of Exclusions as provided in the Agreement.

The List of Exclusions should include the city and state of the institution's main office (rather than the city and state of a branch location). The List of Exclusions may also include the institution's FDIC certificate number or transit routing number. Attach additional pages as necessary. If you do not list any exclusions, you should enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions whether or not you enter "none").

Name of Institution	City and State	FDIC Certificate Number or Routing Number (optional)

Signature of sole or primary Depositor: \_\_\_\_\_

# Custodial Agreement

You, the undersigned, enter into this Custodial Agreement (this "Agreement") with Liberty Savings Bank, FSB ("we" or "us").

1. Pursuant to this Agreement, you authorize us (as your "Relationship Institution") to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established at other participating institutions pursuant to the CDARS Deposit Placement Agreement or the ICS Deposit Placement Agreement for funds of yours placed through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the Insured Cash Sweep® service (collectively, the "Deposit Accounts") and all your security entitlements and other related interests and assets with respect to your Deposit Accounts (collectively, the "Related Entitlements"). The custodial account in which we will hold your Deposit Accounts and Related Entitlements (the "Custodial Account") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause your Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to your Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) deposit your funds in, or withdraw your funds from, your Deposit Accounts in accordance with your instructions, (v) deliver or transfer funds from another account with us to your Deposit Accounts or deliver or transfer funds from your Deposit Accounts to another account with us in accordance with your instructions, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing Deposit Accounts and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code as adopted in Ohio (the "UCC"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will constitute a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity