



# AVIDIA BANK DISCLOSURES

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## HEALTH SAVINGS ACCOUNT CUSTODIAL AGREEMENT

### FORM 5305-C UNDER SECTION 223 OF THE INTERNAL REVENUE CODE

#### INTRODUCTION

The Account Owner named on the Health Savings Account Application ("Account Owner," and also referred to herein using pronouns such as "you" and "your") is establishing this Health Savings Account ("HSA" or "Custodial Account" or the "Account") exclusively for the purpose of paying or reimbursing Qualified Medical Expenses of the Account Owner, his or her spouse, and Dependents. The Account is being opened by Avidia Bank ("Custodian," and also referred to herein using pronouns such as "we," "us" and "our"). The Account Owner has assigned to this Custodial Account the funds described related to their Health Savings Account. 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. The identifying number for an HSA will be the Account Owner's individual HSA account number.

As Custodian for the Account, we will cause the Account Owner's funds to be placed into a deposit account (the "Deposit Account") at a depository institution (the "Depository") selected by us in our sole discretion whose accounts are insured by the Federal Deposit Insurance Corporation ("FDIC"). The Depository may be Avidia Bank or another FDIC insured depository institution.

If we place the Account Owner's funds with a Depository other than Avidia Bank, the Deposit Account will be recorded on the records of the Depository in our name as Custodian for you 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 Depository. You will receive periodic Account statements that will reflect your ownership of your HSA funds held in the Deposit Account. You should retain the Account statement(s) for your records.

While we are acting as the Custodian for your Account, all contributions to your HSA (made by you, your employer, a family member or any other person) will be made to us, and we will cause the funds to be deposited to the Deposit Account. We will cause funds to be disbursed from the Deposit Account pursuant to this Health Savings Account Custodial Agreement. You may not transfer the Deposit Account directly to another depository institution.

At your election, you may dismiss us as Custodian in accordance with Article XII, below, and appoint a successor custodian or trustee authorized to act as such in relation to HSAs under the Code. As soon as is practicable following written notice of the appointment of such a successor custodian or trustee, we will cause the funds in the Deposit Account to be transferred the successor custodian or trustee.

### **ACCOUNT OWNER REPRESENTATIONS OF ELIGIBILITY**

The Account Owner represents that, unless this Account is used solely to make Rollover or Transfer Contributions as defined below, 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 described herein 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. Avidia Bank has no obligation to verify that any applicant for an Account is eligible to establish an HSA under applicable laws and regulations.

### **PURPOSE OF FORM 5305-C**

IRS Form 5305-C, on which this section of the Health Savings Account Custodial Agreement is based, is a model custodial account agreement that has been approved by the IRS, with permissible additional provisions that may be agreed to between the Custodian and Account Owner. The model agreement provisions provided by the IRS as well as the additional provisions added by Avidia Bank are contained within this Agreement. Also, further provisions applicable to the HSA, including certain disclosures required by various banking laws and regulations. An HSA is established subject to the acknowledgment of this Agreement. The agreement can be acknowledged at any time during the tax year. An HSA must be created in the United States for the exclusive benefit of the Account Owner.

Do not file Form 5305-C or any part of this Agreement with the IRS. Instead, keep the Agreement 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

Certain terms used in this Agreement, which are not defined elsewhere herein, shall have the following meanings:

1. "Agreement" means this Health Savings Account Custodial Agreement and Avidia Bank Disclosure booklet, including all provisions set forth under the headings of "Health Savings Account Custodial Agreement," "Health Savings Account Deposit Agreement," "Health Savings Account Truth in Savings Disclosure," "Health Savings Account Funds Availability Disclosure Agreement," "Health Savings Account External Funds Transfer Agreement," and "Health Savings Account Disclosure Statement," as any of the foregoing may be amended from time to time.
2. "Archer MSA" means an Archer Medical Savings Account, as defined in Code Section 220(d).
3. "Beneficiary" means the beneficiary or beneficiaries named by the Account Owner to receive the funds remaining in the Account upon the Account Owner's death.
4. "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time, and any regulations thereto.
5. "Dependent" means a dependent, as defined in Code Section 152 (determined) without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B)), of the Account Owner.
6. "Family Coverage" under an HDHP is coverage that is not Self-Only Coverage.
7. "HDHP" or "High Deductible Health Plan" means a plan described in Code Section 223(c)(2). (See Section III.A. of the Health Savings Account Disclosure Statement portion of this Agreement for more information regarding when an insurance plan qualifies as a High Deductible Health Plan under Code Section 223(c)(2)).
8. "HSA" or "Health Savings Account" means a health savings account, as defined in Code Section 223(d).
9. "IRS" means the Internal Revenue Service.
10. "Qualified Medical Expenses," as defined in Code Section 223(d)(2), means amounts paid for certain specified (but not all) expenses related to medical care. (See Section VII.B. of the Health Savings Account Disclosure Statement for further information regarding Qualified Medical Expenses.)
11. "Rollover Contribution" or "Custodial Transfer" means a contribution of a distribution described in Code Sections 220(f)(5) or 223(f)(5) from an Archer MSA or an HSA, respectively, benefiting the Account Owner. If a Rollover Contribution occurs, then funds must be deposited into the Account within 60 days after the date of the distribution from the Archer MSA or HSA.

12. "Self-Only Coverage" is coverage under an HDHP covering only the Account Owner and does not include Dependent or spousal coverage.

## **AGREEMENT**

The Account Owner and the Custodian make the following Agreement:

### **ARTICLE I**

1. The Custodian will accept additional 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 knowingly accepted by the Custodian for any Account Owner that exceed the maximum amount for 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 or Transfer Contributions from an HSA or an 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 funding distributions from an individual retirement account ("IRA") 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**

1. For calendar year 2020, the maximum annual contribution limit for an Account Owner with Self-Only Coverage is \$3,550, and for 2021, it is \$3,600. For calendar year 2020, the maximum annual contribution limit for an Account Owner with Family Coverage is \$7,100, and for 2021, it is \$7,200. These limits are subject to cost-of-living adjustments after 2021.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. For calendar year 2020 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

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 contributions and any net income attributable to such excess contributions.

### ARTICLE IV

The Account Owner's interest in the balance in this custodial account is non-forfeitable.

### ARTICLE V

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) of the Code.
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 of the Code).

### ARTICLE VI

1. Distribution 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

1. If the Account Owner dies before the entire interest in the Account is distributed, the entire Account will be disposed of as follows:
2. If the Beneficiary is the Account Owner's spouse, the HSA will become the spouse's HSA as of the date of death. 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

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

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 or provision in this Agreement that is inconsistent with Section 223 of the Code or IRS published guidance will be void.

## ARTICLE X

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 in accordance with Article XIV.

## ARTICLE XI

Except as hereinafter provided, the Account Owner hereby directs the Custodian to invest contributions to the Account in an interest-bearing deposit account established on behalf of the Account Owner with a bank or similar depository institution that: (a) is established pursuant to a charter granted by a federal or state banking authority within the United States; (b) is an FDIC insured institution; and (c) is Well Capitalized (as that term is defined by the FDIC, Board of Governors of the Federal Reserve System, or Office of the Comptroller of the Currency, as applicable) at the time the deposit account is established.



Subject to this Agreement, the Account Owner, may enroll in a “Self-Directed” Investment feature allowing them to transfer funds from their HSA and invest those funds within a group of mutual funds registered under the Investment Company Act of 1940. As such, those funds transferred into a non-FDIC-insured mutual fund are subject to the restrictions as well as the terms and conditions provided to the Account Owner prior to their enrollment within the Investment feature. MUTUAL FUND INVESTMENTS ARE NOT FDIC- INSURED, MAY LOSE VALUE, AND HAVE NO BANK GUARANTEE. The Account Owner shall have exclusive responsibility for and control over the investment of assets. The Custodian shall have no discretion to direct any funds allocated from the HSA to the investment option, and the Custodian shall not provide the Account Owner with investment advice or offer any opinion to the Account Owner with respect to the value or suitability of any investment or any purchase or sale of securities.

## ARTICLE XII

1. The Account Owner shall notify the Custodian or an (“Affiliated Party”) of any change of address. Such change shall be effective upon the receipt of the change of address authorization.
2. The Account Owner shall fully indemnify the Custodian from any and all liability which may arise in connection with the Account, except that which arises from negligent conduct or willful misconduct of the Custodian. Other than as set forth in the previous sentence or as otherwise provided herein, the Custodian shall not incur any liability of any nature in connection with the Account.
3. The Account Owner shall have the right to terminate this Account. The Account Owner shall appoint a successor custodian or trustee authorized to act as such in relation to HSAs under the Code. As soon as is practicable following written notice of this appointment, the Custodian shall transfer all assets and appropriate records of the Account to the successor custodian or trustee.
4. Avidia Bank shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences the Account Owner may incur resulting from any transfer or distribution.

## ARTICLE XIII

1. The Custodian shall receive and invest contributions, and shall hold and distribute assets and investments of the Account pursuant to the directions of the Account Owner. The Custodian shall keep records of its administration of the Account, and of all investments, receipts of funds, and disbursements and other transactions involving the Account.
2. The Custodian shall furnish a report to the Account Owner concerning the status of the Account at least once annually, or more often if required by law. The Account Owner agrees that these reports will be sufficient to comply with the rules and regulations regarding confirmation requirements for securities transactions, including transactions in mutual funds, and directs the Custodian not to send notification of each individual transaction. The Account Owner has been informed that the Account Owner has the right to receive individual confirmations for each securities transaction at no additional cost to the Account Owner, and he or she hereby waives that right and authorizes the Custodian to instead provide information on securities transactions in periodic account statements for the period involved in the form regularly used by the Custodian for such statements.
3. The Custodian shall have no responsibility for determining the tax effect of contributions to the Account by, or on behalf of, the Account Owner. Likewise, the Custodian shall have no responsibility for determining the tax effect of distributions from the Account to, or on behalf of, the Account Owner.
4. The Custodian shall not be obligated to commence or defend any legal action or proceeding in connection with the Account unless agreed upon by the Custodian and the Account Owner or their legal representatives.
5. The Custodian shall have the following powers and rights in addition to those stated elsewhere and/or granted by law:
  - 5.1. to pay any tax attributable to any asset of the Account or any benefit or distribution paid from the Account; prior to release of any asset or distribution from the Account, the Custodian may require a release or similar document from the applicable taxing authority in order to protect itself from possible tax liability;
  - 5.2. to employ suitable agents and counsel;
  - 5.3. to perform any and all acts it deems necessary to effect the proper management of the Account; and
  - 5.4. to begin, maintain, or defend any litigation necessary in connection with the administration of the Account, but the Custodian shall not be required to do so unless fully indemnified to its satisfaction.

6. The Custodian may resign and terminate this Agreement at any time upon 30 days written notice to the Account Owner and shall turn over to the successor custodian or trustee all assets and appropriate records of the Account. The Custodian shall not be liable for the acts or omissions of any successor custodian or trustee. If the Account Owner does not name a successor custodian or trustee within 30 days after written notice of the Custodian's resignation, the Custodian may appoint a successor custodian for the Account.
7. After the Custodian has transferred the assets of the Account in connection with the termination of the Account, including any reserve as provided in this Article XIII or in Article XII, it shall be relieved of all further liability with respect to the Account.
8. The Custodian shall have the right, power and authority to do each and every act and thing and to enter into and carry out each and every agreement with respect to the Account which may be necessary or advisable to discharge its responsibilities under this Agreement.

#### **ARTICLE XIV**

1. This HSA Custodial Agreement includes and is intended to be the Internal Revenue Service's model custodial account agreement (IRS Form 5305-C). Certain additions have been made in accordance with Article XI of the model agreement and have been drafted with the intention that they comply with the provisions of Section 223 of the Code and any regulations thereunder. However, the tax consequences of the establishment of an Account under this Agreement, and the contributions to and distributions from the Account, are the responsibility of the Account Owner and the Account Owner's tax and legal advisors.
2. The Custodian shall have the right to amend or modify this Agreement at any time, including retroactively, to comply with the requirements of the Code and applicable law. The Custodian will provide written notice to the Account Owner of any such amendment. Any other material amendments shall require the Account Owner's consent, by action or no action, and will be preceded by at least 30 days' advanced written notice to the Account Owner, specifying the amendment and the proposed effective date. Unless otherwise required by law, the Account Owner is deemed to automatically consent to an amendment by continuing to maintain the Account after the Custodian has sent notice of an amendment, which means that the Account Owner's written approval is not required for the amendment to apply to the Account.

## ARTICLE XV

1. Unless the Account Owner has expressly objected to the disclosure of such information, pursuant to Securities and Exchange Commission Rule 14b-2 promulgated under the Securities Exchange Act of 1934, as amended, the Custodian is required to disclose the following information to each issuer of securities held under this Agreement from time to time: the Account Owner's name, address and holdings of securities of that issuer. To object to and prevent such disclosure under Rule 14b-2, the Account Owner must notify the Custodian in writing.
2. Any notice provided for in this Agreement shall be effective when the Custodian sends it to the Account Owner at the Account Owner's last known address in the Custodian's records. Any notice to be given to the Custodian shall be considered effective when the Custodian receives it.
3. This Agreement shall be governed by federal law and regulations and to the extent applicable, the laws of the Commonwealth of Massachusetts. If the Account was not opened in person at a branch office, but by mail, telephone, over the internet or other means, and the Account Owner resides, or maintains a residence, in a state where the Custodian operates a branch office, this Agreement will be governed by the laws and regulations of the United States and to the extent applicable, the laws of the state of such residence.

If the Account Owner does not reside, or maintain a residence, in a state where the Custodian operates a branch office and the Account was opened by mail, telephone, over the internet or by other means, this Agreement will be governed by the laws and regulations of the United States and to the extent applicable, the laws of the Commonwealth of Massachusetts. The foregoing provisions shall apply without giving effect to any choice of law rules purporting to require the application of the laws of another jurisdiction. Any lawsuits, claims or other proceedings arising from or relating to the Account or this Agreement, including without limitation, the enforcement of the Arbitration provisions hereof, shall be subject to the exclusive jurisdiction of the courts of the state whose law governs this Agreement, without regard to any conflicting choice of law rules. Venue shall lie in the same state as the law governing this Agreement, exclusive of any other state.

4. The Account shall be maintained for the exclusive benefit of the Account Owner or his or her Beneficiaries and may not be attached or alienated, unless permitted by law.

5. Notwithstanding Article VI, distribution of funds from the Account may be subject to reasonable restrictions on frequency or minimum amounts established by the Custodian and communicated in advance to the Account Owner in the Health Savings Deposit Account Agreement or elsewhere in this Agreement.
6. The Account Owner may repay to the Account any amount distributed from the Account because of a mistake of fact due to reasonable cause that an expense paid or reimbursed by the Account was a Qualified Medical Expense, by no later than April 15 of the year following the year the Account Owner knew or should have known the distribution was a mistake. The Custodian may rely on the Account Owner's representation that the distribution was a mistake that qualifies for a return as provided herein.
7. Notwithstanding Article I, the Custodian may require the Account Owner to furnish written evidence that any property comprising all or part of any Rollover Contribution qualifies as a "rollover contribution" under Code Section 223 prior to accepting the contribution as a rollover.
8. The Account Owner acknowledges that he or she has received and read this Agreement. As such, the Account Owner agrees to all terms of this Agreement, and further agrees that the information in the Account Owner's Health Savings Account Application is true and accurate as of the date thereof.

## **ACKNOWLEDGMENT**

You acknowledge that you have read and or printed a copy of this Health Savings Custodial Agreement and agree to abide by the terms of the Agreement.

## HEALTH SAVINGS DEPOSIT ACCOUNT AGREEMENT

### TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, I certify that:

1. I have provided my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and
3. I am a U.S. citizen or other U.S. person.

### GENERAL AGREEMENT

The terms “you” and “your” refer to the Account Owner, the term “Depository” refer to the depository institution into which your HSA funds are deposited as set forth herein, and the terms “we”, “us” and “our” refer to the Custodian. You understand that this Account Agreement (“Agreement”) governs your deposit account (the “Account”) with the Depository (whether the Depository is Avidia Bank or another FDIC insured depository institution), along with any other documents applicable to your Deposit Account, including the attached Truth in Savings Account Disclosure and the attached Privacy Policy, and where applicable, the attached External Funds Transfer Agreement and the attached Funds Availability Disclosure Agreement (“Disclosures”), which are incorporated herein by reference. You understand that your Account is also governed by applicable law.

### YOUR RELATIONSHIP WITH US – CUSTODIAL RELATIONSHIP

As Custodian for your HSA, we will place your funds into a deposit account at the Depository selected by us in our sole discretion whose accounts are insured by the Federal Deposit Insurance Corporation (“FDIC”). The Depository may be Avidia Bank or another FDIC insured depository institution.

The Account will be recorded on the records of the Depository in our name as Custodian for you in a manner that will permit your Account to be FDIC insured to the same extent as if you held it directly with the Custodian.

While we are acting as the Custodian for your HSA, all contributions to your HSA (made by you, your employer, a family member or any other person) will be made to us, and we will deposit the funds into your Account. We will disburse funds from the Account pursuant to your Health Savings Account Agreement with us.

You may not transfer the Account directly to another Depository. At your election, you may dismiss us as Custodian in accordance with Article XII of Form 5305-C, and appoint a successor custodian authorized to act as such in relation to HSAs under the Code. As soon as is practicable following written notice of the appointment of such a successor custodian, we will cause the funds in the Account to be transferred the successor trustee or custodian as soon as is practicable.

## TERMS AND CONDITIONS

- 1. Deposits.** Deposits may be made in person, electronically or by mail. Depository is not responsible for transactions mailed until Depository actually receives and records them. Depository may, in Depository's 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 Depository according to Depository's usual collection practices. If an item you deposited is returned unpaid, Depository will debit your Deposit Account and adjust any interest earned. You are liable to us for the amount of any check or electronic transaction deposited into your Account that is returned, and all related costs and expenses related to the collection of some or the entire 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, Depository acts only as your agent and assumes no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. Depository shall have the right to forward items to correspondents including all Federal Reserve Banks, and Depository 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 Depository or Depository's 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 Board of Governors of the Federal Reserve System. In the event Depository is subject to local clearinghouse rules, you specifically authorize Depository to handle such items in accordance with the rules and regulations of the clearinghouse.

While we are acting as the Custodian for your HSA, all contributions to your HSA (made by you, your employer, a family member or any other person) will be made to us, and we will deposit the funds into your Account. We will disburse funds from the Account pursuant to your Health Savings Account Agreement with us.

You may not transfer the Account directly to another Depository. At your election, you may dismiss us as Custodian in accordance with Article XII of Form 5305-C, and appoint a successor custodian authorized to act as such in relation to HSAs under the Code. As soon as is practicable following written notice of the appointment of such a successor custodian, we will cause the funds in the Account to be transferred the successor trustee or custodian as soon as is practicable.

## TERMS AND CONDITIONS

- 1. Deposits.** Deposits may be made in person, electronically or by mail. Depository is not responsible for transactions mailed until Depository actually receives and records them. Depository may, in Depository's 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 Depository according to Depository's usual collection practices. If an item you deposited is returned unpaid, Depository will debit your Deposit Account and adjust any interest earned. You are liable to us for the amount of any check or electronic transaction deposited into your Account that is returned, and all related costs and expenses related to the collection of some or the entire 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, Depository acts only as your agent and assumes no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. Depository shall have the right to forward items to correspondents including all Federal Reserve Banks, and Depository 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 Depository or Depository's 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 Board of Governors of the Federal Reserve System. In the event Depository is subject to local clearinghouse rules, you specifically authorize Depository to handle such items in accordance with the rules and regulations of the clearinghouse.



8. **Dormant Accounts.** You understand that if your Deposit Account is dormant, you may be charged the fee specified in the Disclosures and Depository may stop paying interest to the extent permitted by law. You understand that your Deposit Account balance may be escheated (that is, turned over to the state) in accordance with state law.
9. **Joint Accounts, Trust Accounts and Custodial Accounts.** You acknowledge , it is your sole responsibility to determine the legal effects of opening and maintaining a Deposit Account of this nature.
10. **In Trust For Account.** If the Deposit Account is designated as an In Trust For account, you may change the named beneficiary at any time by written direction to Custodian. Upon your death, or if there are two or more trustees, upon the death of the last trustee, the amount then on deposit together with the interest may be paid to the beneficiary or to the beneficiary's legal representative. Depository will not release any funds, however, until all legal documents have been delivered to Depository. Depository will not be liable for any payments or withdrawals made in accordance with state law.
11. **Custodial Account.** A custodial account is subject to applicable law as adopted by the state in which the account is opened. The documents that authorize the custodianship may be required for the account.
12. **Power of Attorney.** If you wish to name another person to act as your attorney in fact or agent in connection with your Deposit Account, Depository must approve the form of appointment.
13. **Fees, Service Charges and Balance Requirements.** You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures. Depository also reserves the right to impose a service charge for cashing checks drawn on your Deposit Account if the person cashing the check is not a customer of Depository.
14. **Amendments and Alterations.** You agree that the terms and conditions governing your Deposit Account may be amended by Depository or Custodian from time to time. Depository or Custodian will notify you of amendments as required by applicable law. Your continued use of the Deposit 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.

- 15. Notices.** You are responsible for notifying Custodian of any address or name changes, the death of an account holder or other information affecting your Deposit Account. Notices must be in a form and manner acceptable to Custodian with enough information to allow Custodian to identify the Account. Notice sent by you to us is not effective until Custodian has received it and has a reasonable opportunity to act on it. Written notice sent by Depository or Custodian to you is effective when mailed to the last address supplied to Custodian.
- 16. Closing Account.** Depository may close your Deposit Account at any time, with or without cause, by sending you notice and a check for the balance in Depository's possession to which you may be entitled. At Depository's discretion, Depository has the authority to pay an otherwise properly payable check, which is presented after the closing of your Deposit Account. Zero balance accounts without activity for six months will be closed and a final statement will be issued.
- 17. Transfers and Assignments.** You cannot assign or transfer any interest in your Deposit Account unless either Custodian or Depository agrees in writing.
- 18. Applicable Laws and Regulations.** You understand that the Agreement is governed by the laws of the state in which the Deposit Account is opened, unless federal law controls. Changes in these laws may change the terms and conditions of your Deposit Account. Custodian will notify you of any changes as required by law.
- 19. 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 Deposit Account is opened. If you send or receive a wire transfer, you agree that Fedwire ® Funds Service may be used. Regulation J of the Board of Governors of the Federal Reserve System 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, Custodian, Depository and every receiving or beneficiary institution may rely on the identifying number to make payment. Custodian and Depository 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 Operating Rules and Guidelines of the National Automated Clearing House Association ("NACHA"), the Rules of any local ACH operator, and the Rules of any other system through which the entry is made.

- 20. Provisional Payment.** Credit Depository gives you with respect to an ACH credit entry is provisional until Depository receives final settlement for that entry through a Federal Reserve Bank. If Depository does not receive final settlement, you agree that Depository is entitled to a refund of the amount credited to you in connection with the entry, and the party making the 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.
- 21. International ACH Transactions.** If your transactions 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.
- 22. Notice of Receipt.** Under the Operating Rules and Guidelines of NACHA, which are applicable to ACH transactions involving your Deposit Account, Depository and Custodian are not required to give next day notice to you of receipt of an ACH item and Depository and Custodian will not do so. However, Depository and Custodian will continue to notify you of the receipt of payments in the periodic statements Custodian provides to you.
- 23. Choice of Law.** Depository may accept on your behalf payments to your account which have been transmitted through one or more ACH operators and which 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 the Deposit Account is opened as provided by the Operating Rules and Guidelines of NACHA, which are applicable to ACH transactions involving your Deposit Account.
- 24. Payment of Interest.** If this is an interest bearing account, the interest is calculated and paid in accordance with the Disclosures.
- 25. Checks.** All negotiable paper ("checks") presented for deposit must be in a format that can be processed and Depository may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your Deposit 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 and you are responsible for any loss incurred by Depository for failure of an endorsement to meet this requirement.

- 26. 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 Depository may be substitute check(s).
- 27. Non-Sufficient Funds.** If your Deposit Account lacks sufficient available funds to pay a check, preauthorized transfer, or other debit activity presented for payment, Depository may return such item for non-sufficient funds and will charge you a fee as provided in the Disclosures. Depository’s processing order is: All credit transactions are processed first. Debits, or withdrawals, from your Deposit Account will be processed as follows: electronic items such as ATM and Pre-Authorized transactions than checks. The items are processed in the order received within each category.
- 28. Stop Payments.** If you request Depository to stop payment on a check you have written, or on a preauthorized transfer, you will give written or other confirmation as allowed by Depository within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, Depository reserves the right to cancel the request. Requests to stop all future payments on a preauthorized transfer may require additional documentation to be supplied to Depository. Your stop payment request must describe the item or account with reasonable certainty, and Depository must receive the request in a time and way that gives Depository 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 Depository receives written revocation of the stop payment, whichever occurs first. A stop payment on a preauthorized transfer will remain in effect until Depository receives a withdrawal of the stop payment request or the return of the debit entry(ies), whichever occurs first. You understand that Depository 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. Depository’s acceptance of a stop payment request does not constitute a representation by Depository that the item has not already been paid or that Depository has had a reasonable opportunity to act on the request. Depository may accept a stop payment request on lost or stolen checks, whether a single check or a series, unless Depository’s policy requires that Depository open a new account for you to ensure your security.

- 29. Statements.** Custodian will provide you with a periodic statement showing the Deposit Account activity. The Account Owner 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 Custodian within 30 days after Custodian mails or otherwise make the statement available to you of any discrepancies. If you fail to notify Custodian, you will have no claim against Depository. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not receive a statement from Custodian because you have failed to claim it or have supplied Custodian with an incorrect address, Custodian may stop sending your statements until you specifically make written request that Custodian resume sending your statements and you supply Custodian with a proper address.
- 30. Stale or Postdated Checks.** Depository reserves 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, Depository may pay it or return it unpaid. Depository is not liable to you for paying any stale or postdated check, and you agree to reimburse Depository for any loss Depository might suffer, as long as Depository acted in good faith or exercised ordinary care. Any damages that you incur, and which Depository may be liable for, are limited to actual damages not to exceed the amount of the check.
- 31. Check Safekeeping.** If you utilize a check safekeeping or any other system offered by Depository for the retention of your checks, you understand that the canceled checks will be retained by Depository and destroyed after a reasonable time period or as required by law. At your request, Depository will provide without charge up to 25 canceled instruments or legible copies of the fronts and backs thereof per calendar year. Additional copies may be subject to a fee, as indicated in the Schedule of Fees or Disclosures. If for any reason Depository cannot provide you with a copy of a check, Depository's liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.
- 32. Facsimile Signatures.** You authorize Depository, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on Depository regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen in our files and contain the required number of signatures for this purpose.

- 33. Restrictive Legends.** Depository is not required to honor any restrictive legend on checks you write unless Depository has agreed to the restriction in a writing signed by an officer of Depository. Examples of restrictive legends are “must be presented within 90 days” or “not valid for more than \$1,000.00.”
- 34. No Waiver.** You understand and agree that no delay or failure on Depository’s part to exercise any right, remedy, power or privilege available to Depository under this Agreement shall affect or preclude Depository’s future exercise of that right, remedy, power or privilege.
- 35. Negative Balances.** According to the Internal Revenue Code Section 4975, if an HSA transaction results in a negative balance, the HSA will cease to be an HSA on the first day of the year in which the prohibited transaction occurred. The account will be closed.

## ACKNOWLEDGMENT

I acknowledge that:

- You have read and or printed a copy of this Deposit Account Agreement and agree to abide by the terms of this Deposit Account Agreement.
- All signers authorize Custodian and Depository to make inquiries from any consumer reporting agency, including a check protection service, in connection with the Account and the Deposit Account.

## HEALTH SAVINGS ACCOUNT TRUTH-IN-SAVINGS DISCLOSURE

INTEREST RATES AND ANNUAL PERCENTAGE YIELDS (APY) can be found at:

<https://www.avidiabank.com/personal/deposit-account-rates>

**INTEREST RATES AND ANNUAL PERCENTAGE YIELDS (APY)** – The interest rates and the annual percentage yields for the accounts about which you have inquired are shown below in the chart titled **Interest Rates and Annual Percentage Yields (APY)**. The interest rate is the rate at which interest is paid on the ledger balance of an HSA Deposit Account. The annual percentage yield (APY) is the rate at which a Deposit Account would earn interest over a one year period if the stated interest rate remained in effect throughout that period and all interest paid on the Deposit Account were left in the Deposit Account. The interest rates and the annual percentage yield for your Deposit Account is subject to the **Variable Rate Information** section.

**VARIABLE RATE INFORMATION** – The interest rate of your Deposit Account will be determined by the rate in effect when funds are deposited to the Deposit Account, however the interest rate and annual percentage yield may change.

- **Determination of Rate** – At our discretion we may change the interest rate on your Deposit Account.
- **Frequency of Rate Changes** – We may change the interest rate on your Deposit Account at any time.
- **Limitations on Rate Changes** – There are no maximum or minimum interest rate limits.
- **Tiered Interest Rate** – Interest is paid on the amount of funds within each defined tier, creating a blended interest rate for the entire balance

**COMPOUNDING AND CREDITING** – Interest will remain on deposit. A withdrawal will reduce earnings. If you close your Account before interest is credited, you will not receive the accrued interest. Please see the interest accrual and compounding methods below.

Type of Account	Interest Crediting	Interest Compounding
HSA Checking	Monthly	Daily

**BALANCE COMPUTATION METHOD** – We use the daily balance method to calculate the interest on your Deposit Account. This method applies a daily periodic rate to the ledger balance of your Deposit Account.

**ACCRUAL ON NON-CASH DEPOSITS** – Interest begins to accrue on all non-cash deposits (such as electronic transfers) no later than the day the transaction is posted to your Deposit Account.

**PROCESSING ORDER** – All credit transactions are processed first. Debits, or withdrawals, from your Deposit Account will be processed as follows: electronics items such as preauthorized transactions then checks. The items are processed in the order received within each category.

## FEES AND CHARGES

Trustee to Trustee transfer or Rollover (outgoing)	<b>\$25.00</b>
Non-sufficient funds (NSF) (can be created by check or other electronic means)	<b>\$30.00</b>
Periodic paper statement	<b>\$1.95</b>

\*\*Paper statement fee charged periodically - Please note you may opt in to receive free electronic statements online by choosing HSA statements and setting your preference.

**TRANSACTION LIMITATIONS** – Deposit Accounts cannot be transferred without consent from the Custodian. We reserve the right to require at least seven days written notice before any withdrawal or transfer.

## ACKNOWLEDGMENT

You acknowledge that you have read and or printed a copy of this Truth In Savings Agreement and agree to abide by the terms of such.



## HEALTH SAVINGS ACCOUNT FUNDS AVAILABILITY DISCLOSURE AGREEMENT

### ACCEPTANCE OF TERMS

This agreement sets out the Terms and Conditions (Terms) upon which Depository will place a hold on deposits made to your Deposit Account before funds are available for your withdrawal. This is the Funds Availability Policy applicable to the Deposit Account and serves as a legally binding agreement between you, Custodian and Depository. Please read this Funds Availability Disclosure Agreement carefully and keep a copy for your records. 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 Health Savings Account Funds Availability Disclosure Agreement, the terms “you”/“your” refer to the Account Owner and the terms “our”/“we”/“us” refer to the Depository. The term “account” includes your Health Savings Account and the Deposit Account.

### TERMS AND CONDITIONS

**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, receive a preauthorization 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

**Same Day Availability.** Funds from electronic direct deposits to your account, excluding External Funds Transfers, will be available on the day we receive the deposit. In addition, funds from deposits of cash (if made in person to an employee of Avidia Bank), and wire transfers, will also be available on the day of deposit.

**Next Day Availability.** Funds from deposits of U.S. Treasury checks (if payable to you and deposited into your account), U.S. Postal Service Money Orders (if payable to you and deposited into your account, and the deposit is made in person to an employee of Avidia Bank), Federal Reserve Bank or Federal Home Loan Bank checks (If payable to you and deposited into your Account, and the deposit is made in person to an employee of Avidia Bank), State or Local Government checks (if payable to you and deposited into your Account, and the deposit is made in person to an employee of Avidia Bank), Cashier's, Certified, or Teller's checks (if payable to you and deposited into your Account, and the deposit is made in person to an employee of Avidia Bank), and checks drawn on us are available on the first Business Day after the day of your deposit.

If you do not make your deposit in person to an employee of Avidia Bank (for example, if you mail the deposit), funds from these deposits will be available no later than the second Business Day after the day of your deposit.

Other Check Deposits. Funds from all other check deposits will be available no later than the second Business Day after the day of deposit. The first \$300 of your deposits, however, may be available by the first Business Day after the day of deposit.

## LONGER DELAYS MAY APPLY

If you receive an electronic direct deposit as a result of an External Funds Transfer initiated by you while using Avidia Bank's Consumer Internet Banking application, then those funds will become available no later than five business days after you initiate the Transfer.

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 \$300.00 of your deposits, however, may be available by 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 need the funds from a deposit right away, ask 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 \$6,725 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 fifth business day after the day of your deposit. If you will need the funds from a deposit right away, you should ask when the funds will be available.

### **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new customer, the following special rules may apply during the first 30 days your account is opened.

Funds from electronic direct deposits to your account, excluding External Funds Transfers, will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 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 \$6,725 will be available on the first 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 \$6,725 will not be available until the second business day after the day of deposit. Funds from all other deposits will be available no later than the second Business Day after the day of your deposit.

### **ACKNOWLEDGMENT**

You acknowledge that You have read and or printed a copy of this Funds Availability Disclosure Agreement and agree to abide by the terms of the agreement.

## HEALTH SAVINGS ACCOUNT EXTERNAL FUNDS TRANSFER AGREEMENT

### ACCEPTANCE OF TERMS

This Agreement sets out the terms and conditions (Terms) upon which Avidia Bank (Custodian) and Depository (if different from Avidia Bank) will provide the ability to perform external funds transfers and serves as a legally binding agreement between you Custodian and Depository. If you do not accept and agree to all of the Terms, you will not be entitled to use the external transfer funds feature. Avidia Bank reserves the right to change the Terms, under which the external funds transfer feature is offered at any time; however, Avidia Bank will notify you of any material change to the Terms. In most cases, you will receive the notice on-line the next time you log in; however, Avidia Bank reserves the right to notify you by e-mail or by conventional mail, in its discretion. You agree that if you continue to use the external funds transfer feature after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If at any time you wish to discontinue using the external funds transfer, you can unsubscribe by sending Avidia Bank an e-mail to [HSA@avidiabank.com](mailto:HSA@avidiabank.com) or call us at 1-855-248-6311. If your Deposit Account associated with an external transfer has been closed you will have no further right or access to use this feature.

### TERMS AND CONDITIONS

#### Information Authorization

If you request external transfer limits in excess of the Default Values, you authorize Avidia Bank to obtain information about your credit history from a consumer reporting agency. Avidia Bank will obtain and use your credit information only in accordance with the Fair Credit Reporting Act and other applicable law. We may approve or decline your request based upon our review of your consumer report. If we deny your request, you may contact Avidia Bank to obtain a free copy of your consumer report. In addition to obtaining a consumer report, Avidia Bank reserves the right to obtain such additional information as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using the external transfer feature in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

When you initially set up an external transfer, we will verify ownership of your accounts at the other bank. You authorize us to validate your ownership through the use of a test transfer, in which one or more low value payments will be credited or debited from your account at the other bank. Once the test transfer is complete you must access the account at the other bank to retrieve the small dollar test transactions. Once retrieved you must verify the transactions by entering the values within Avidia Bank's consumer internet banking application. External transfers will not be established until the small dollar test transactions are verified.

## ACCOUNTS

By using the external transfer feature, you represent and warrant to Avidia Bank that you have the right to authorize external transfers between accounts that you own at Avidia Bank as well as the other bank, and you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize Avidia Bank to use information submitted by you to facilitate external transfers.

YOU ACKNOWLEDGE AND AGREE THAT WHEN **AVIDIA BANK** IS EXECUTING AN EXTERNAL FUNDS TRANSFER FROM OR TO ANY OF YOUR OR A RECIPIENT'S ACCOUNTS, **AVIDIA BANK** IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY OTHER FINANCIAL INSTITUTIONS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

## ELECTRONIC COMMUNICATIONS

A. You understand and agree that this Agreement (including, without limitation, the Health Savings Account Custodial Agreement) will be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Your records of external funds transfers, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with external funds transfers, including without limitation those required by federal or state law.
- Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of external funds transfers.
- Any other communication related to the Service.

Although Avidia Bank reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of this Agreement and retain the copy for your records.

- B. You agree to update your contact information and alerts within Avidia Bank's consumer internet banking application if your e-mail address or other information changes.
- C. Communications may be posted on applicable web pages within Avidia Bank's consumer internet banking application or delivered to the e-mail address you provide. Any electronic Communication sent by e-mail will be deemed to have been received by you when it was sent, whether or not you received the e-mail. An electronic Communication by e-mail is considered to be sent at the time that it is directed by the e-mail server to the appropriate e-mail address. If the Communication is posted on a web page within Avidia Bank's consumer internet banking application, then it will be deemed to have been received by you no later than five (5) business days after it has been posted. An electronic Communication made by posting to web pages within Avidia Bank's consumer internet banking application is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

## HARDWARE AND SOFTWARE REQUIREMENTS FOR ELECTRONIC COMMUNICATIONS

In order to access and retain Communications, you must have:

- An Internet browser that supports 128-bit encryption, such as Mozilla Firefox 2.0 or above, Internet Explorer version 6.0 or above, or Apple's Safari (all versions).
- An e-mail account and e-mail software capable of reading and responding to your e-mail.
- A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- A printer that is capable of printing from your browser and e-mail software.

## PRIVACY POLICY AND CONFIDENTIALITY

Avidia Bank regards your privacy and security with the utmost importance, and is committed to safeguarding any information that you share with us. In order to provide the external funds transfer feature, we must obtain certain personal information about you, your accounts, and your transactions (referred to herein as "User Information"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy.

## CONTACT IN THE EVENT OF UNAUTHORIZED TRANSFER

If you believe your password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call: **(855) 248-6311** or e-mail: [HSA@avidiabank.com](mailto:HSA@avidiabank.com), or write to Avidia Bank, 42 Main Street, Post Office Box 370, Hudson MA 01749.

## CONSUMER LIABILITY

You agree to notify Avidia Bank AT ONCE if you identify unauthorized external funds transfers or if your password has been lost or stolen. You can see a complete statement of all your funds transfers affected or pending at any time by clicking on the History tab within Avidia Bank's consumer internet banking application. If your statement shows transfers that you did not make, notify Avidia Bank AT ONCE. If you contact Avidia Bank within 2 business days, you can lose no more than \$50 if someone used your password without your permission. If you do NOT tell Avidia Bank within 2 business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told Avidia Bank, you could lose as much as \$500. If you do not tell Avidia Bank within 60 days after the transfer was posted to your statement, you may not get back any money you lost after the 60 days, if Avidia Bank can prove that we could have stopped someone from taking the money if you had told us in time.

## BUSINESS DAYS

The external funds transfer feature will process requests for transfers on business days. Our business days are Monday through Friday. External transfers created after 7 PM EST are considered to occur on the next business day. Holidays and Bank Holidays are not included.

## TYPES OF TRANSFERS

External funds transfers can be between accounts at Avidia Bank and other financial Institutions You may transfer funds externally between any two of your accounts about which you have provided the necessary information to initiate and complete an external funds transfer. You may identify up to eight (8) active external accounts at one time.

External funds transfer may not be available at all times. Avidia Bank may from time to time make available additional or new features. You will be approved or declined for any such additional service at Avidia Bank's sole discretion and additional terms and conditions may apply. Please ensure that you have sufficient funds to effect any external funds transfers from your Accounts. Avidia Bank may at any time decline to effect any external fund transfers where we have been unable to verify account ownership or where we believe it may violate applicable law.



## **FEES**

There is no fee for using the Funds Transfer service.

## **FREQUENCY OF TRANSFERS**

Avidia Bank does not limit the number of external funds transfers you may make; however, you may from time to time for security and risk management reasons modify the limit on the number of transfers you can make using our the external funds transfer feature.

## **DOLLAR AMOUNT OF TRANSFERS**

When you initiate an External Transfer from your account at another financial institution to your HSA, you are initiating an ACH debit transfer to your external account and a corresponding credit to your Deposit Account. These credits will be available for withdrawal no later than five business days after you initiate the External Transfer.

## **TRANSFERS SUBJECT TO THE RULES OF THE ACCOUNTS**

External funds transfers are also subject to the rules and regulations governing the related accounts. You agree not to effect any external funds transfers from or to accounts that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

## **REJECTION OF TRANSFERS**

Avidia Bank reserve the rights to decline any funds transfer requests, to submit funds transfer instructions or orders, to cancel funds transfer requests, or to carry out change or cancellation requests initiated by you.

## **AUTHORIZATION**

You authorize Avidia Bank to select any means to execute your external funds transfer instructions. You understand that to affect your external funds transfer instructions, Avidia Bank utilizes the Automated Clearing House (ACH) and follows the applicable ACH Operating Rules and Guidelines as published by the National Automated Clearinghouse Association (NACHA). If you are performing external funds transfer to transfer funds from another financial institution to the Account, these funds may not be available until the fifth business days after you initiate the transfer. If the aforementioned external funds transfer is returned by the other financial institution, Avidia Bank will charge your Account and or other accounts owned by you at Avidia Bank for either the entire or a portion of the amount returned. We reserve the right to resubmit the entire dollar amount or a portion of the aforementioned transaction to the other financial institution based upon the reason for the return. You understand there may be a fee associated with such collection imposed by the other financial institution. You understand and agree that Avidia Bank may impose additional charges in connection with your external funds transfer transactions. In the event there is an additional charge, Avidia Bank will notify you of such fee in advance of the transaction. You understand and agree that in the event Avidia Bank is unable to execute your funds transfer request utilizing the ACH, we may utilize other established payment mechanisms in order to complete your funds transfer instructions, such as wire transfer or check.

## **SUSPENSION AND REINSTATEMENT OF FUNDS TRANSFER SERVICE**

If Avidia Bank encounters a problem with your use of the external funds transfer feature where we cannot collect with respect to any of your funds transfers as described above, we reserve the right to suspend your right to use the external funds transfer feature. You understand and agree that such action is reasonable for Avidia Bank to take in order to protect itself (and Depository) from loss. In the event of such suspension, you may request reinstatement of your external funds transfer service by e-mailing Avidia Bank at [HSA@avidiabank.com](mailto:HSA@avidiabank.com) or calling 855-248-6311. Avidia Bank reserves the right at our discretion to grant or deny your reinstatement of external funds transfer privilege. In the event your external funds transfer privileges are reinstated, Avidia Bank reserves the right to lower your per-transaction and monthly dollar limits. Based upon your subsequent usage of external funds transfer, Avidia Bank at its sole discretion may restore your daily and monthly limits (see "Dollar Amount of Transfers," above).

## DOCUMENTATION

You may access a statement of all external funds transfers completed or pending at any time by clicking on the history tab within Avidia Bank's consumer internet banking application. If an external funds transfer could not be completed, depending on the reason for its failure, you will receive either an automated e-mail alert from Avidia Bank or we will notify you to contact the other financial institution. Upon notification from the other financial institution that the external funds transfer has failed, Avidia Bank will make a reasonable effort to complete the transfer again before contacting you.

## YOUR RESPONSIBILITY FOR ERRORS

You understand that Avidia Bank must rely on the information provided by you to establish an external transfer and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to execute an external funds transfer instructions on your behalf. You understand that financial institutions receiving the external funds transfer instructions may rely on such information as well. Besides transmitting the initial small dollar test transactions when a new external transfer is established by you, Avidia Bank is not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide Avidia Bank with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, Avidia Bank reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

## ERROR REPORTING AND CLAIMS

In case of errors or questions about your funds transfers, telephone us at (855) 248-6311 or send us an e-mail at [HSA@avidiabank.com](mailto:HSA@avidiabank.com) or mail us at Avidia Bank, 42 Main Street, PO Box 370, Hudson MA 01749. You should contact Avidia Bank as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. You can see a complete statement of all your external funds transfers completed or pending at any time by clicking on the history tab within consumer internet banking. Avidia Bank must hear from you no later than 60 days after we sent you the FIRST statement on which the problem appeared.

1. Tell us your name, and the account number of the Account to which the error relates.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information. (3) Tell us the dollar amount of the suspected error.

If you tell us orally, Avidia Bank may require that you send us your complaint or question in writing within 10 business days. Avidia Bank will determine whether we committed an error within 10 business days after we hear from you and will correct any error promptly. However if Avidia Bank needs more time, we may take up to 45 days to investigate your complaint or question. If Avidia Bank decides we need more time to complete the investigation, we will credit or debit the applicable accounts within 10 business days for the amount you believe is in error, so that you or your intended recipient will have use of the money during the time it takes us to complete our investigation. If Avidia Bank ask you to put your question or complaint in writing and we do not receive it within 10 business days, we may not credit/debit the applicable accounts. For new accounts, Avidia Bank may require 20 business days to credit your account for the amount you think is in error. Avidia Bank will tell you the results of our investigation within three business days after its completion. If Avidia Bank determines that we did not make an error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. Avidia Bank is not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the account of your recipient. Although Avidia Bank will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the recipient. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

## PROPRIETARY RIGHTS

You acknowledge and agree that Avidia Bank and/or our service provider owns all rights in and to the external funds transfer feature. You are permitted to use the Service only as expressly authorized by this Agreement.

## **NO UNLAWFUL OR PROHIBITED USE**

As a condition of using external funds transfer, you warrant to Avidia Bank that you will not use this feature for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You may not obtain or use external funds transfer to obtain any materials or information through any means not intentionally made available or provided for through this feature. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

## **SERVICE CHANGES AND DISCONTINUATION**

Avidia Bank may modify or discontinue the external funds transfer feature associated with your Account, with or without notice, without liability to you, any other user or any third party. Avidia Bank reserve the right, subject to applicable law, to terminate your Account and your right to use the external funds transfer feature at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the terms of this Agreement or the rights of Avidia Bank, or if you provide us with false or misleading information. Avidia Bank reserves the right to charge a fee for the use of the external funds transfer feature and any additional services or features that we may introduce. If Avidia Bank decides to begin charging a fee for external funds transfers, we will notify you by mail or electronically prior to enacting the fee. You understand and agree that you are responsible for paying all potential fees associated with the use of external funds transfer. You may terminate this service at any time by calling 1-855-248-6311 or by e-mailing HSA@avidiabank.com.

## **SECURITY PROCEDURES**

You understand that the financial institution at which an account is maintained may contact Avidia Bank to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as your agent, Avidia Bank may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure at the other financial institution according to their rules governing such account.

## **DEVIATING FROM SECURITY PROCEDURES**

You agree to allow Avidia Bank to authorize any financial institution at which you have an account (including, without limitation, Depository, if different from Avidia Bank) to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed upon from time to time between you and such financial institution, or between Avidia Bank, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by Avidia Bank on your behalf. In addition you agree that Avidia Bank may authorize such financial institutions to charge and debit your accounts based solely on these communications.

## **ACCOUNT NUMBER POLICY**

If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that Avidia Bank and Depository have no responsibility to investigate discrepancies between names and numbers.

## **JOINT ACCOUNT HOLDER**

When creating or executing an external funds transfer, you confirm that, if any of your accounts is a joint account, your joint account holder has consented for you to use your accounts for the external funds transfer service.

## **MEANS OF TRANSFER**

You authorize Avidia Bank to select any means we deem suitable to provide your funds transfer instructions to the applicable financial institution. These choices include banking channels; electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as the Clearing House Interbank Payments System (CHIPS) Rules and Administrative Procedures or the ACH Operating Rules and Guidelines published by NACHA. Avidia Bank shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period (for incoming or outgoing transfers) and any interest is earned will be the property of Avidia Bank.

## **AVIDIA BANK'S LIABILITY**

If Avidia Bank does not provide an external funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account or Recipient's account specified in the applicable external funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account or intended recipient's account. Avidia Bank is not responsible or liable if your or the Recipient's financial institution's system fails and we are unable to complete the transfer.

Except as otherwise required by law, Avidia Bank shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of Avidia Bank hereunder.

- You agree that your transfer instructions constitute authorization for us to complete the transfer.
- You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the external funds transfer service.
- You understand and agree that Avidia Bank is not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if your financial institution does not verify account ownership or your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line.
- You also understand and agree that Avidia Bank is not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from executing an external funds transfer if you knew about the incident prior to initiating the external funds transfer order.

## **LIMITATION OF WARRANTY AND LIABILITY**

You understand and agree that Avidia Bank's external funds transfer service is provided "as-is" except as otherwise provided in this agreement or as required by law, we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You understand and expressly agree that

use of the external funds transfer service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the external funds transfer service is downloaded or obtained at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system

Or loss of data that results from the download or the obtaining of such material and/or data;

Except as expressly set forth on Avidia Bank's consumer internet banking application or in this Agreement, we disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement of intellectual property or third party rights, and we make no warranty or representation regarding the results that may be obtained from the use of the external funds transfer service, the accuracy or reliability of any information obtained through the external funds transfer service, the accuracy of any information retrieved by Avidia Bank from the accounts or that the external funds transfer service will meet any user's requirements, be uninterrupted, timely, secure or error free, except as described in this agreement, we will not be liable for any direct, indirect, incidental, special, consequential or punitive damages of any kind resulting from the use of or the inability to use the external funds transfer service, any inaccuracy of any information or amount retrieved by us from the accounts, any breach of security caused by a third party, any transactions entered into based on the external funds transfer service, any loss of, unauthorized access to or alteration of a user's transmissions or data or for the cost of procurement of substitute goods and services, including but not limited to damages for loss of profits, use, data or other intangibles, even if we had been advised of the possibility of such damages.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Avidia Bank, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the external funds transfer service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your external funds transfer account, of any intellectual property or other right of any person or entity.



## MISCELLANEOUS

You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Accounts linked for the purposes of the external funds transfer service; and that you are rightfully authorizing us to access the accounts. You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on Avidia Bank's liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Avidia Bank's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of Avidia Bank's right to subsequently enforce such provision or any other provisions of this Agreement. The most current version of this Agreement as it appears on our website, including any amendments that Avidia Bank may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the external funds transfer service. This Agreement may be amended, or any of Avidia Bank's rights waived, only if Avidia Bank agrees in writing to such changes, or you continue using the external funds transfer service following receipt of notice of any changes proposed by Avidia Bank. All notices to you shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through consumer internet banking at Avidia Bank's discretion. Notices to Avidia Bank must be made in writing and shall be sent by e-mail or conventional mail to Avidia Bank, 42 Main St, PO Box 370, Hudson, MA, 01749. This Agreement is personal to you and you may not assign it to anyone. If either of us has any dispute or disagreement with the other regarding this Agreement that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in accordance with the then-current rules and procedures of the American Arbitration Association. This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

This Agreement shall take effect immediately upon the acceptance of your application for the external funds transfer by us.

## ACKNOWLEDGMENT

You acknowledge that you have read and or printed a copy of this External Funds Transfer Agreement and agree to abide by the terms of this agreement.