

Terms and Conditions of Your Account Agreement

Version 2.0

Agreement

These terms govern the operation of this account unless varied or supplemented in writing. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular. As used in this form, the words "we," "our," or "us" mean the financial institution and the words "you" or "your" mean the account holder(s). "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

Much of our relationship with our deposit customers is regulated by state and federal law, especially the law relating to negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, the law regarding electronic funds transfer, and the law regarding the availability of deposited funds. This body of law is too large and complex to be reproduced here.

The purpose of this form is to:

1. Summarize the rules applicable to the more common transactions;
2. Establish rules to govern transactions or circumstances which the law does not regulate; and
3. Establish rules for certain events or transactions which the law already regulates but permits variation by agreement.

We may permit some variations from this standard agreement, but any such variation must be agreed to in writing either on our signature card for the account or in some other written form.

Liability

Each of you agrees, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. Each of you also agrees to be jointly and severally liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

Deposits

Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). Unless otherwise disclosed, interest on non-consumer accounts will be paid only on collected funds, subject to minimum balance or other limitations, if any. We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business will be treated and recorded as if initiated on the next following business day that we are open.

Withdrawals

Unless otherwise clearly indicated on the account records, any one of you who signs the form including authorized signers, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. The rules concerning beneficial ownership as between parties or as between parties and beneficiaries apply only to controversies between those persons and their creditors and successors, and do not apply to the right of

persons to payment as determined by law and the terms of the account. Each of you (until we receive written notice to the contrary) authorizes each other person signing this form to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge against your account a check, even though payment was made before the date of the check, unless you have given us written notice of the post-dating. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a non-conforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. On interest-bearing accounts other than time deposits, we reserve the right to require at least seven days' written notice before any withdrawal or transfer. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your notice of penalties for early withdrawal.

ACH and Wire Transfers

This agreement is subject to Article 4A of the Uniform Commercial Code in the state in which you have your account with us. If you originate a fund transfer for which Fedwire 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 financial 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. You agree to be bound by automated clearing house association and NACHA rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

Ownership of Account

You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Single Party Account** – Such an account is owned by one party. **Multiple-Party Account** – Parties own the account in proportion to their net contributions unless there is clear and convincing evidence of a different intent. **Corporate, Partnership, and other Organizational Accounts** – We reserve the right to require the governing body of the legal entity to give us a separate authorization telling us who is actually authorized on its behalf. We will honor such an authorization until we actually receive written notice of a change from the governing body.

Rights at Death

Single-Party Account – At the death of a party, ownership passes as part of the party's estate. **Multiple-Party Account with Right of Survivorship** – At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares. **Multiple-Party Account without Right of Survivorship** – At death of party, deceased party's ownership passes as part of deceased party's estate.

Single Party Account with POD (Pay-on-Death) Designation – At death of the party, ownership passes to POD beneficiaries and is not part of the party's estate. **Multiple-Party Account with Right of Survivorship POD (Pay-on-Death) Designation** – At death of last surviving party, ownership passes to the POD beneficiaries and is not part of the last surviving party's estate. **Agency (Power of Attorney) Designation** – Agents may make account transactions on behalf of the parties, but have no ownership or rights at death unless named as Pay-on-Death beneficiaries.

Stop Payments

A stop payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it before our stop payment cut-off time. Our stop payment cut-off time is one hour after the opening of the next business day after the business day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law. A stop payment order must precisely identify the number, date and amount of the item, and the payee. We will honor a stop payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop payment request may be made only by the person who initiated the stop payment.

Amendments and Termination

We may change any term of this agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

Statements

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 30 days from when the statement is first made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60 day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Direct Deposits

If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

Temporary Account Agreement

If this option is selected, we may restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

Set off

You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of set off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set off.

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 one of our officers. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000."

ELECTRONIC FUND TRANSFERS

YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated by Third Parties – You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits** – you may make arrangements for certain direct deposits to be accepted into your checking or savings
- **Preauthorized payments** – You may make arrangements to pay certain recurring bills from your checking or savings
- **Electronic check conversion** – You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills
- **Electronic returned check charge** – You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds

Debit Card point-of-sale transactions – types of transactions – You may access your checking account(s) by debit card to do transactions that participating merchants will accept, including:

- Purchase goods in person, by phone, or online
- Pay for services in person, by phone, or online

THE BALANCE REPORTED TO MERCHANTS FOR USE IN POINT OF SALE (POS) TRANSACTIONS INCLUDES ANY UNUSED PORTION OF YOUR LINE OF CREDIT OR READY RESERVE. YOU MAY USE YOUR DEBIT CARD TO MAKE PURCHASES FROM YOUR UNUSED LINE OF CREDIT OR READY RESERVE. THIS WILL RESULT IN FINANCE CHARGES BEING INCURRED.

Currency Conversion and International Transactions – Currency Conversion – When you use your Mastercard card at a merchant that settles in currency other than U.S. dollars, the charge will be converted to the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a government-mandated rate or the wholesale market rate in effect the day before the processing date, increased by 1%. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

You will be charged a .8% International Service Assessment (ISA) on all international transactions, regardless of whether there is currency conversion.

Advisory Against Illegal Use – You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by; for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Limits and Fees – Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

Documentation

Preauthorized credits – If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- The person or company making the deposit will tell you every time they send us the money
- You can call us at (888) 576-4837 to find out whether or not the deposit has been made
- We will let you know if the deposit is made

Periodic statements – You will get a monthly account statement from us for your checking account(s).

You will get a quarterly account statement from us for your savings account(s), if the only possible electronic transfers to or from the account are preauthorized credits.

You will get a monthly account statement from us for your savings account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

Preauthorized Payments

Right to stop payment and procedure for doing so – If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Email us at support@livelyme.com in time for us to receive your request three business days or more before the payment is scheduled to be made.

Notice of varying amounts – If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment of preauthorized transfer – If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Financial Institution's Liability

Liability for failure to make transfers – 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. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; 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) if you give us written permission

Unauthorized Transfers

(a) Consumer liability. (1) Generally, tell us AT ONCE if you believe your card and/or 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. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was provided to you, you may not get back

any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

(2) Additional Limits on Liability for your Debit Card: You will not be liable for any unauthorized transactions using your MasterCard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. MasterCard is a registered trademark of MasterCard International Incorporated.

(3) Electronic check conversion. You may authorize a merchant or other payee to make a one time electronic payment from your checking account using information from your check to: pay for purchases or pay bills.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call (888) 576-4837 or email us at support@livelyme.com. Alternatively, you may log into Lively at <https://secure.livelyme.com> and report your card lost or stolen from your Lively HSA dashboard. You should also call this number or write to this email address if you believe a transfer has been made using the information from your check without your permission.

In case of errors or questions about your electronic transfers, call (888) 576-4837 or email us at support@livelyme.com, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You should also call (888) 576-4837 or email us at support@livelyme.com if you believe a transfer has been made using the information from your check without your permission.

- (1) Tell us your name and account number (if any)
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- (3) Tell us the dollar amount of the suspected error
- (4) MasterCard requires signed Cardholder letters for each fraudulent dispute

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (five business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (five business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

We will tell you the results within three 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.

If you have inquiries regarding your account, please contact us at:

PHONE: 1-888-576-4837

EMAIL: support@livelyme.com

Notice of ATM/Night Deposit Facility User Precautions

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember; do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

Other Terms

Balances reported to ATMs and to merchants for use in POS transactions include the unused portion of any line of credit or ready reserve you may have with Choice Financial. Transactions made at an ATM and at POS may access

the unused portion of your line of credit or ready reserve and result in finance charges being incurred. Additional means of advancing funds from your line of credit or ready reserve (resulting in finance charges) are:

Making a purchase with your debit card

Making a withdrawal in person at any Choice Financial location

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

Funds Availability

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to “transaction” accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

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 the funds to pay checks that you have written.

Please remember that 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.

Determining the Availability of a Deposit

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal holidays. If you make a deposit before 2:00 p.m. 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 2:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in one of your accounts. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, 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 the account to which the deposit is made. The funds in the 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.

Longer Delays May Apply

Case-by-Case Delays – In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$100 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, after we receive your deposit, 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 first business 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.

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

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

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 your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

Choice Financial

Electronic Communication Agreement

Electronic Delivery of Statements and Notices

By accepting the "Choice Financial Electronic Communication Agreement", you consent and agree that Choice Financial may provide certain disclosures and notices to you in electronic form including monthly statements, in lieu of paper form, for your Choice Financial bank account(s).

Definition

As used in this Agreement the words "we", "our", "us", mean Choice Financial. "You" and "your" mean the account owner(s) authorized to receive electronic communication under this Agreement. "Account" or "accounts" mean your accounts at Choice Financial. "Business days" mean Monday through Friday, excluding Federal holidays.

Scope of Consent for Electronic Delivery of Communication

Your consent to receive electronic communication covers the periodic communication you are provided in connection with your Choice Financial bank account(s) including monthly statements. Your consent also covers disclosures that are required with your account, including, but not limited to, the error resolution notice required by the Electronic Fund Transfer Act. By using electronic communications, you accept and agree to be bound by any and all laws, rules, regulations and official issuances applicable to electronic communication now existing or which may hereafter be enacted, issued or enforced, as well as other terms and conditions governing the use of other facilities, benefits or services that Choice Financial may from time to time make available to you in connection with electronic communication.

Choice Financial has absolute discretion to make electronic communication available to you. Further, Choice Financial has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend, or discontinue electronic communication without giving any reason and you understand that by using electronic communication after any modification or change has been effected, you would have agreed to such modification or change.

You understand that you will not receive a paper statement associated to your Choice Financial Health Savings Account (HSA) offered in conjunction with Lively. **All statements for that account will be electronic communication which you will access through Lively's web application at <https://livelyme.com> where you can obtain, review, print, and copy/download your periodic account statements.** Each month Lively will send you an e-mail notice advising you of the availability of your electronic communication with instructions on how to access your electronic communication. You may then access your electronic communication via the procedures that we authorize.

Scope of Consent for Electronic Delivery of Notices

Your consent to receive electronic notices covers any notice or type of communication provided to you pursuant to the terms of this Agreement.

We will send all notices, attachments, and/or documents via e-mail to the last known e-mail address provided by you. You agree to notify us promptly of any changes of your e-mail address.

Choice Financial e-Statement Procedures

Your e-Statement for your current statement cycle should be available for viewing the business day after your statement date. An e-mail notification will inform you that the statement is available for viewing, along with directions on how to access the statement.

Duty to Review Periodic Statements

You must promptly access/review your e-Statement and any accompanying items and notify us immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the e-Statement e-mail notification date regardless of when you access and/or review your e-Statement. If you do not immediately report to Choice Financial any non-receipt of e-Statements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the e-Statement to be true, accurate and correct in all respects.

Change of Mailing Address, E-mail Address, and Other Information

You agree to notify us immediately in writing of any changes in your mailing address, e-mail address or other particulars relevant to this Agreement. Please note that you must provide us with an e-mail address in order to use the e-Statement service.

Security

You agree that Choice Financial shall not be liable if you are unable to gain access to the Lively website or Choice Financial's systems from time to time. You understand that some or all of the e-Statement services and/or other Choice Financial's systems may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond Choice Financial's control.

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your e-Statement for each of your Choice Financial bank accounts as soon as you can access them. You agree to protect the confidentiality of your account and account number and your personal identification information. **You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet, or e-mail transmitted to and from us, will not be monitored or read by others.**

In order to help protect your personal information, we recommend that you install firewalls, anti-virus and spy ware protection software (and update as required) on your computer. We also recommend that you update your operating system and browser application on a periodic basis to better protect your computer and Online Banking sessions. For additional online security information, please review our Privacy Statement posted on our website www.choicefinancialgroup.com.

Choice Financial does not warrant the security or confidentiality of any information transmitted through any applicable Internet service provider, information/communication network service provider, network system or such other equivalent system in any jurisdiction via e-Statements.

You agree that you shall not disassemble, copy, modify or reverse engineer any Choice Financial proprietary software or allow anyone else to do so.

Password Security

Your User ID and password that are used to access Online Banking services and your e-Statement(s) should be kept confidential. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account numbers and other account data confidential.

System Requirements

In order for you to access and retain your e-Statement records and/or documents, your system must meet the following requirements:

- Internet access and an Internet e-mail account and address;
- A PDF reader;
- Access to a printer or the ability to save or download information in order to keep copies of your e-Statements for your records.

To print or download disclosures, e-Statements, and/or documents you must have a printer connected to your PC or sufficient hard-drive space to save the disclosures, e-Statements, and/or documents.

Change in Terms

The Bank reserves the right to change the terms and conditions of this agreement at any time, which includes the addition and deletion of e-Statement services. We shall update this agreement and will notify you of such changes by electronic message to your most recent e-mail address listed on our records. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees or any stricter limits on type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. By using the e-Statement service when the changes become effective, you agree to be bound by the revised terms and conditions contained in this agreement or you can decline the changes by discontinuing the use of the e-Statement service by notifying us of your election by e-mail or regular mail.

Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the e-Statements provided to you under this Agreement. We do not and cannot warrant that the e-Statement service will operate without error, or that the e-Statement service will be available at all times. Except as specifically provided in this Agreement, or otherwise required by Law, you agree that our officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special, or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the e-Statement service, including loss of profits, revenue, data, or use by you or any third party, whether in an action in contract or tort based on warranty or any other legal theory.

Choice Financial makes no warranty that:

- The service will be uninterrupted, timely, secure or error-free
- The service will meet your requirements
- The results that may be obtained from the use of the service will be accurate or reliable
- The quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations
- Any errors in the software will be corrected

Choice Financial shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use data or other intangible losses resulting from:

- The use or inability to use the service
- The cost of procurement of substitute goods and services resulting from any goods, data information or services purchased from the service
- Unauthorized access to your transmission
- Unauthorized alteration of your data
- Statements or conduct of the third party service provider
- Any other matter relating to the service

Choice Financial cannot control information on other websites. We are not responsible for the content or privacy of websites linked from Choice Financial's websites. Please review the privacy policy of the service provider.

Our Rights to Terminate

You agree that we can terminate the e-Statement service and revert to printed statements for any reason at any time.

Communications between Choice Financial and You

If you need to contact us immediately, you can call us toll free at 1-888-576-4837 or e-mail us at support@livelyme.com

Requesting a Paper Copy of Your Account Statement Disclosure Agreement

This agreement is in addition to the terms and conditions described in the Consumer and Business Account Agreement and Disclosures; corresponding fee schedules; or any other documentation which relates to your account(s) that were given to you at account opening. To the extent that this agreement is inconsistent with any of the terms and conditions contained in the other agreements, the terms and conditions of this agreement shall control with respect to e-Statements. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with e-Statements and Online Banking. If you should need another copy of the disclosure, please contact us toll free at 1-888-576-4837 or e-mail us at support@livelyme.com

HSA Fee Schedule

COMMON FEATURES

HEALTH SAVINGS ACCOUNT

Rate information — At our discretion, we may change the interest rates for this account.

Tier 1 – If your daily balance is less than or equal to \$2,499.99, the interest rate paid on the entire balance in your account will be 0.05% with an annual percentage yield (APY) of 0.05%.

Tier 2 – If your daily balance is \$2,500.00 or more, but less than or equal to \$4,999.99, the interest rate paid on the entire balance in your account will be 0.15% with an annual percentage yield (APY) of 0.15%.

Tier 3 – If your daily balance is \$5,000.00 or more, but less than or equal to \$14,999.99, the interest rate on the entire balance in your account will be 0.30% with an annual percentage yield (APY) of 0.30%.

Tier 4 – If your daily balance is \$15,000.00 or more, the interest paid on the entire balance in your account will be 0.55% with an annual percentage yield (APY) of 0.55%.

The interest rate(s) and annual percentage yield(s) are accurate as of January 2, 2016. If you would like more current rate and yield information, please call us at 1-888-576-4837. The interest rates and annual percentage yields may change at any time.

Compounding frequency – Interest will be compounded monthly

Credit frequency – Interest will be credited into this account monthly

Effect of closing an account – If you close your account before interest is paid; you will not receive the accrued interest. An early closure fee of \$25 will be assessed if your account is closed in the first 12 months.

Daily balance computation method – Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of interest on non-cash deposits – Interest will begin to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks) into your account.

Deposit limitations – Please refer to your HSA product disclosures for deposit limitations.

Withdrawal limitations – Please refer to your HSA product disclosures for eligible withdrawals.

Additional Terms – The following additional terms apply to this account: Please refer to your HSA custodial product disclosure for more detailed information.

NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to customers before any “negative information” may be furnished to a nationwide consumer reporting agency. “Negative information” means information concerning delinquencies, late payments, insolvency, or any form of default.

This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Privacy Policy

The Choice Financial Privacy Policy is available for download at:

<http://choicefinancialgroup.com/wp-content/uploads/2013/12/Privacy-Policy-CFG-August-2015.pdf>

Protecting your privacy is important to our Bank and our employees. We want you to understand what information we collect and how we use it. In order to provide our customers with a broad range of financial products and services as effectively and conveniently as possible, we use technology to manage and maintain customer information. The following policy serves as a standard for all employees for collection, use, retention and security of nonpublic personal information.

What Information We Collect

We may collect “nonpublic personal information” about you from the following sources:

Information we receive from you on applications or other loan and account forms;

Information about your transactions with us or others;

Information about your transactions with nonaffiliated third parties;

and Information we receive from a consumer reporting agency, such as credit bureaus.

“Nonpublic personal information” is nonpublic information about you that we obtain in connection with providing a financial product or service to you. For example, nonpublic personal information includes information regarding your account balance, payment history, and overdraft history.

What Information We Disclose

We are permitted under law to disclose nonpublic information about you to other third parties in certain circumstances. For example, we may disclose nonpublic information about you to third parties to assist us in servicing your loan or account with us, to government entities in response to subpoenas, and to credit bureaus. We do not disclose any nonpublic personal information about you to anyone, except as permitted by law.

If you decide to close your account(s) or become an inactive customer, we will continue to adhere to the privacy policies and practices described in this notice.

Our Security Procedures

We also take steps to safeguard customer information. We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you. Employees who violate these standards will be subject to disciplinary measures. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Maintaining Accurate Information

We continually strive to maintain complete and accurate information about you and your accounts. If you ever believe that our records contain inaccurate or incomplete information about you, please let us know immediately. We'll correct any inaccuracies as quickly as possible.

Consumer Reporting Agencies

If you believe we have reported inaccurate information about your account to any consumer reporting agency, please let us know in writing. Be sure to include your complete name, current address, social security number, telephone number, account number, type of account, specific item of dispute and the reason you believe the information is wrong. We'll investigate your concern and correct any inaccuracies we find. We'll confirm any actions we take with you.

Internet Privacy

Browsing Our Site

When you visit our website to view any pages, read product information, or use our online calculators and tools, you do so without telling us who you are and without revealing any personal information. While we do not collect identifying information about visitors to our site, we do use standard software to collect information for the strict purpose of tracking activity on our site. This allows us to better understand how many people use our site and which pages and features are most popular. To evaluate the usefulness of our site, we may gather and analyze data regarding usage such as:

- The name of your Internet Service Provider;
- The web site that referred you to us (if any);
- The date and time the pages were accessed;
- and The page or pages you requested.

About "Cookies"

To provide better service and a more effective website, we use “cookies” as part of our interaction with your browser. A “cookie” is a small text file placed on your hard drive by our web page server. We do not use cookies to get data from your hard drive or to get your email address or personal identifying information.

Cookies are commonly used on websites and do not harm your system. By configuring your preferences or options in your browser, you determine if and how a cookie will be accepted. We use cookies to determine if you have previously visited our web site and for a number of administrative purpose.

How We Handle Email

When you send us an email to comment on something or to ask a question, we will use your email address to reply to you and for a limited time we will store your email address, your message and our response for quality assurance. We may also do this to meet legal and regulatory requirements. If we collect your email address in this manner, we won't use it to let you know about our products and services unless you have given us permission.

This information is not given or sold to any other organization.

Email Security

For a secure encrypted way to communicate with us online, please use the messages feature within Online Banking. Start by logging into Online Banking and go to the 'Requests & Messages' tab and select 'Ask A Question/Send A Message'. You may also contact us by phone, U.S. mail or by visiting your nearest Choice Financial location.

Online Banking Security

When you bank online with us, we, along with the outside companies we work with to bring these services to you, have access to your information. Information is retained on our system or the system of the appropriate outside company, depending on what is required in order to serve you.

We use state-of-the-art Internet technology, supported by the outside companies we work with, to make online banking secure and to protect your personal information. We also require an I.D. and password or PIN to access your accounts. If you do not provide this information, we cannot establish an online banking service for you.

You can also help safeguard your personal information by taking a few simple precautions. Protect your account, PIN, and customer access numbers. Do not share your I.D. or password with anyone, change your password regularly, and remember to sign off. Never disclose confidential information to unknown callers. When banking on the Internet, be sure to use a secure browser and current virus detection software, and never open e-mail from unknown sources.

Protecting Your Privacy Online

Whenever we ask for personal information on our website, we use Secure Socket Layer (SSL technology) for transferring data. This technology encrypts – or scrambles – your account information so it's virtually impossible to read by anyone other than employees at our Bank.

Secure Socket Layer (SSL) technology secretly encodes information that is being sent over the Internet between your computer and our Bank, helping to ensure that the information remains confidential.

As part of Choice Financial's ongoing effort to provide the highest level of data security to users of our Online Banking product, we require all browsers accessing our secure Online Banking site to support 128-bit SSL encryption. Recommended browsers include: Internet Explorer 8.0-10, Mozilla Firefox 19.0-21; Safari 5.1-6.0 and Google Chrome 25.0-26.0, but other browsers that support 128-bit SSL encryption may also work. If your computer has a Windows operating system older than Windows XP, you can download a 128-bit SSL encryption pack for older versions of Internet Explorer by going to www.microsoft.com and typing "Internet Explorer High Encryption Pack" into the search bar at the top of Microsoft's webpage.

You can download the latest version of web browser from either of the links below.

<http://www.microsoft.com/ie/download/>

<http://www.mozilla.com>

<https://www.google.com/chrome/>

<http://www.apple.com/safari/>

Protecting Your Children

Our website is not targeted or marketed to children under the age of thirteen. We respect the privacy of your children, and we comply with the practices established under the Children's Online Privacy Protection Act. We do not knowingly collect or retain personally identifiable information from consumers under the age of thirteen.

Custodial Booklet

The account owner 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.

Article I

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 for any account owner that exceeds 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 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

1. For calendar year 2016, the maximum annual contribution limit for an account owner with single coverage is \$3,350. This amount increases to \$3,400 in 2017. For calendar year 2016 and 2017, the maximum annual contribution limit for an account owner with family coverage is \$6,750. These limits are subject to cost-of-living adjustments after 2017.
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

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

The account owner's interest in the balance in this custodial account is nonforfeitable.

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).
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

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

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

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 in this agreement that is inconsistent with section 223 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 with the consent of the account owner.

Article XI

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.

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. In 2017, the \$1,300 minimum annual deductible and the annual out-of-pocket

maximum remains the same. For calendar year 2016, an HDHP for family coverage has a minimum annual deductible of \$2,600 and an annual out-of-pocket maximum of \$13,100. In 2017, the \$2,600 minimum annual deductible and the annual out-of-pocket maximum remains the same. These limits are subject to cost-of-living adjustments after 2017.

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 of prohibited transactions. Attach additional pages if necessary.