Important Information Regarding Your Deposit Accounts

Welcome to UMB Bank.

We appreciate your choosing to have a deposit account at UMB Bank, n.a.

This is your Account Agreement. This booklet contains the ACCOUNT AGREEMENT ("**Agreement**") for each deposit account that you open and maintain with UMB Bank, N.A., which is referred to in this booklet as "we," "us", "our" or "the Bank." "You" refers to each person that owns a deposit account at the Bank and each of that person's representatives or agents, and includes any individual person, joint owner, fiduciary, or business customer identified on a signature card or other bank records as holding a deposit account. **Please keep a copy of this booklet with your other important banking records, and refer to it if you have questions about your deposit account.**

This booklet is dated **February 1, 2015** and applies to all transactions involving your deposit account that occur on or after that date.

Our relationship with you resulting from your deposit account with us is that of your being a creditor of the Bank and the Bank being your debtor. This Agreement and our deposit relationship with you do not create a fiduciary, quasi-fiduciary, or other special relationship between you and us.

This Agreement requires you to promptly review your account statements, and to notify us in writing of any items identified in the statement that you believe are forged, altered, or otherwise unauthorized. You must notify us of any such item within thirty (30) calendar days of receipt of your account statement. If you don't, you may not recover from us amounts that you later claim were improperly deducted from your account. If you are a consumer, you must report to us any unauthorized electronic fund transfer from your account that appears on your account statement within sixty (60) calendar days of our making your statement available to you in order for you to avoid liability for subsequent electronic fund transfers. **Your responsibility to review your statements is more completely described in this Agreement in Part IV, "Rules Applicable to All Accounts", Section I, "Statements and Reporting Errors", and in Part V, "Regulatory Disclosures."**

If your deposit account is a personal (consumer) or a fiduciary account, the following disclosures supplement the information contained in this Agreement:

- Product Fact Sheets (describing the types of personal and fiduciary checking and savings accounts we offer in detail)
- Time Deposits (Certificates of Deposit)
- Schedule of Service Fees and Charges
- Schedule of Rates (when applicable)
- Your Ability to Withdraw Funds
- Substitute Checks and Your Rights
- Electronic Fund Transfer Act Disclosures (Consumer Accounts Only)
- UMB Financial Corporation Privacy Statement for Individuals

These disclosures are referred to as "**Supplemental Disclosures**" when that term is used in connection with personal or fiduciary accounts.

For commercial accounts (including accounts of a small business), the term "**Supplemental Disclosures**" refers instead to the Product Fact Sheets that describe the types of accounts we offer to commercial customers and the related pricing statements that apply to those types of accounts.

Notice:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each individual and entity that opens a deposit account.

What this means to you:

When you open a deposit account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see other identifying documents such as a driver's license or, if you are an organization, documents that show your legal status.

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I. Introduction; General Provisions

Account Terms. **This booklet contains the terms and conditions that apply to all deposit accounts ("accounts") at the Bank,** (except that certain health savings accounts opened at UMB Bank are governed by their own HSA Deposit Account Terms and Conditions instead of this booklet). "**Deposit accounts**" include all checking and other transaction accounts, savings accounts, and time deposit (certificate of deposit) accounts.

Certain terms and words used in this Agreement are important to your understanding of this Agreement.

The term "**available balance**" means **our most current record** of the funds in your account that are available for withdrawal. Funds in your account that are subject to a deposit hold, dispute, legal process, or a pending transaction are not available. Your available balance may not take into account items that you have issued, initiated or authorized but have not yet been presented to us for payment from your account.

The term "**debit card**" means any "debit card" (except any prepaid debit card) or any "ATM card" or "check card" that we issue to you in connection with your account, including any UMB ATM card or UMB Visa™ Debit Card.

The word "**item**" means any check, substitute check, remotely created check, draft, preauthorized draft, image replacement document, withdrawal slip, deposit adjustment or other order or instruction for payment, transfer or withdrawal of funds from your account, any photocopy or electronic image of, or presentment notice relating to, any of the foregoing, or any electronic payment transaction including Automated Clearing House ("**ACH**"), Automated Teller Machine ("**ATM**"), and debit card transactions including "point-of-sale" ("**POS**") transactions. The word "item" also includes any document created or authorized in your name that would be a check or draft but for the fact that it has not been signed.

The word "**overdraft**" means any negative available balance in your account resulting from the posting of any item or other debit to your account.

The term "**pending transaction**" means any item that we have authorized for payment but which has not yet posted to your account. Pending transactions include debit card authorizations, UMB Online bill payments, cash withdrawals, and electronic transfers of funds. Pending transactions also include returned deposited items that have not yet posted to your account. Pending transactions may be reported to you by UMB Online Banking, ATM mini-statements, UMB Direct telephone banking, or UMB Mobile Banking.

The word "**post**" means, after we have received and completed our processing of deposits and items for payment, the operational functions that we perform to add any deposit or other credit transaction to, and subtract any item or other debit transaction from, your account.

When you open a deposit account with the Bank, or if you continue to maintain an account at the Bank after the effective date of this booklet, you agree that you are bound by the Agreement contained in this booklet and by the Supplemental Disclosures that apply to your account, as they are amended from time to time. You agree to pay the service fees and charges for your account as set forth in the Supplemental Disclosures. We may deduct the service fees and charges from your account.

Changes. Changes to this Agreement and the Supplemental Disclosures may be made by the Bank at any time. All such changes will automatically become a part of this Agreement on the new effective date. We will notify you when we make changes to the Agreement or the Supplemental Disclosures that affect your rights or obligations as required by law. We may include notices we send to you with or on your account statements. If you have consented to receive these notices electronically at an e-mail address that you supply us, the notices may be electronic, and we do not need to send a duplicate notice through the U.S. Mail. The changes will become effective immediately upon our giving you notice at your address on our records or on the date specified in the notice.

Changes in interest rates applicable to accounts other than time deposits may be made as described in the Supplemental Disclosures, and we are not required to give you notice of those changes. The Bank may not change the interest rate on a time deposit before maturity, unless our Time Deposit Fact Sheet and the supplemental information you receive when you open your account state otherwise. Current interest rates applicable to our accounts are available at any Banking Center or by telephoning a Banking Representative or by contacting the Customer Service Center at (800) 860-4UMB (4862).

Special Services. This Agreement does not state all of the terms and conditions that apply to special services we offer. For example, if you access your account information, transfer funds or pay bills over the Internet, that service is governed by our online banking agreement, which you receive when you subscribe to that service. If you use our wire transfer services or other Treasury Management Services, the agreements related to those services also supplement this Agreement.

Applicable Law; Consent to Jurisdiction. This Agreement is governed by and will be interpreted under the laws of the State in which your account was opened, or if your account was opened in connection with an application received over the Internet or through the mail, the State to which your account is assigned by us when it was opened. Any lawsuit against us regarding your account must be brought in a proper Federal or State court in that jurisdiction. You consent to the jurisdiction of the courts of that State or the Federal courts in that State in any suit related to your rights or obligations arising from maintaining your account with us.

Contract Language. English is the controlling language of our relationship with you. We may translate our forms, disclosures and advertisements into another language for the convenience of our customers. However, unless we otherwise agree in writing or are specifically otherwise required by law, if there were a discrepancy between our English language materials and our materials in another language, the English language version will apply and be controlling.

Banking Day. For the purposes of this Agreement and the Supplemental Disclosures, the Bank considers a banking day as any Monday through Friday, except for holidays observed by banks, and even though some of our offices may be open on Saturday or Sunday. An item received after the Bank's cutoff hour, or after the close of the banking day, is considered as received on the next banking day for all purposes. (More information about our cut-off time is found at the end of this booklet, in Part V in the section entitled "Your Ability to Withdraw Funds").

Questions. Any questions you may have concerning matters discussed in this booklet or the handling of your account may be directed to a Banking Representative. No verbal conversation you have with a representative of the Bank may change the terms of this Agreement. Any changes to the Agreement must be in writing and signed by the Bank.

II. FDIC Insurance Coverage

A. Accounts Covered by FDIC Insurance

Deposit insurance protection covers funds on deposit in any checking or other transaction account, savings account, or time deposit account maintained with the Bank. This insurance protection is provided by the Federal Deposit Insurance Corporation ("**FDIC**"), an agency of the United States government.

The standard insurance amount provided by the FDIC is $250,000 per depositor, for each account ownership category.

Federal law provides for separate insurance coverage of up to $250,000 for "self-directed" retirement accounts. A "self-directed" retirement account is an account for which the owner, not a plan administrator, has the right to direct how the funds are invested, including the ability to direct that the funds be deposited at a specific FDIC-insured bank.

A depositor may increase the amount of deposit insurance that is available by having funds in deposit accounts held in different rights and capacities (or ownership forms). For example, joint accounts, fiduciary accounts, and Individual Retirement Accounts offer opportunities for increasing the amount of FDIC insurance above that which would be available for individual accounts.

Funds that are owned by a business that is a "sole proprietorship" and deposited in the name of the business are treated as the individual account of the person who is the sole proprietor. They are added to other individual accounts of that person for purpose of calculating the applicable FDIC limit. Simply opening more than one account in the same name or names does not increase the amount of deposit insurance.

Whether a particular ownership form is right for you depends on your particular financial circumstances, the circumstances of co-owners or beneficiaries, and tax considerations.

For more specific and detailed information pertaining to your FDIC insurance coverage, you should contact your personal financial advisor. You may also visit the FDIC web site at www.fdic.gov. This website has many helpful tools including a brochure titled "Your Insured Deposits – FDIC's Guide to Deposit Insurance Coverage", and an online Electronic Deposit Insurance Estimator. You may also contact the Federal Deposit Insurance Corporation by mail at 550 17th Street N.W., Washington, D.C. 20429, or by telephone at 1-877-ASK-FDIC (1-877-275-3342).

A Personal Banking Representative or your Relationship Manager can provide information regarding maximizing your FDIC insurance coverage.

B. Money Market Fund Shares – NOT FDIC INSURED

Shares of money market mutual funds purchased through a Money Market Checking Sweep Account are not deposits or obligations of, and are not guaranteed by, the Bank or any other financial institution. They also are not insured by the FDIC or any other government agency. These shares involve investment risks, including the possible loss of the principal invested. The balance or 'floor amount' that remains in the checking account portion of any Money Market Checking Sweep Account is, however, FDIC-insured, up to the limits established by law.

III. Types of Accounts

The types of personal or fiduciary accounts generally available at the Bank are described in the Product Fact Sheets. If the account bears interest, the Interest Rate, the Annual Percentage Yield, and information about rate changes, are as disclosed in the Product Fact Sheets (as applicable) and the **Schedule of Service Fees and Charges** that apply to these accounts.

For small business or commercial accounts, see the **Schedule of Service Fees and Charges** and pricing statements that apply in the location where your account was opened. Pricing for special services are as stated in the applicable **Product Fact Sheets**.

A. Reserve Restructuring

In order to permit the Bank to manage reserve requirements imposed by Federal Reserve Board Regulation D and to control costs, when you open a checking or other transaction account with the Bank, all such accounts consist of two subaccounts, a transaction subaccount and a non-interest bearing savings subaccount. Although we maintain these subaccounts as two separate (but related) accounts on our books and records, the subaccounts are combined on your statement and when you access your accounts through UMB Online Banking. Your statement will reflect a single balance and will not show internal transfers (discussed in the next paragraph) between the transaction subaccount and the non-interest bearing savings subaccount. Our maintaining separate transaction and savings subaccounts does not affect the amount of your FDIC insurance, the interest you earn (if your account is an interest bearing account), or any other feature of your account as described in this Agreement and any Product Fact Sheet or other Supplemental Disclosure applicable to your account.

The Bank reserves the right to periodically reallocate balances between the transaction subaccount and the non-interest bearing savings subaccount. If your transaction subaccount balance exceeds a threshold amount, all funds in the transaction subaccount in excess of that amount may be transferred into the savings subaccount. As funds in the savings subaccount are needed to pay checks or other items presented against your transaction subaccount, they will be transferred back into the transaction subaccount. Transfers into the transaction subaccount will be made up to five (5) times per statement cycle. If a sixth transfer is needed in any statement cycle, the entire balance of the savings subaccount will be transferred into the transaction subaccount. The threshold amount is set by the Bank and may be changed at any time at the Bank's discretion.

Although the Bank has no present intention of exercising this right, Federal regulations require the Bank to reserve the right to require at least seven (7) calendar days written notice of withdrawal prior to transfer of any funds from the savings subaccount. You may only access the savings subaccount through transactions on the transaction subaccount. The subaccounts will be subject to all the terms and conditions applicable to accounts of that type, except for provisions relating to the payment of interest.

IV. Rules Applicable to all Accounts

A. Ownership of Accounts

The classification of your account as personal, fiduciary or commercial, the form of ownership and the respective owner's interest in an account are determined by the information that appears on the current signature card for the account. If the signature card is unavailable or incomplete, information from the Bank's other records may be relied on to determine the ownership of the account.

1. **Personal or Fiduciary Accounts.** A personal account or an account in which the account owner is acting in a fiduciary capacity may be held in the following ways: (1) individual; (2) joint account with right of survivorship; (3) trustee for the benefit of another party; (4) conservator or guardian for another person; (5) agent or other fiduciary, for another person; or (6) either (1) or (2) with a payable-on-death direction. In the State of Arizona and other community property States, personal accounts may also be opened as Community Property accounts if the account owners are married.

   A "fiduciary account" is an account in which the account owner is a natural person acting in the capacity of a trustee, conservator, guardian, executor, administrator, custodian, an agent, or in some other similar capacity. We call a person acting in one of those capacities a "fiduciary." For fiduciary accounts, to the maximum extent permitted by applicable law, each fiduciary authorizes each other fiduciary to draw items, make withdrawals or otherwise act on the account. The fiduciary shall be solely responsible for acting in accordance with applicable law and the terms of any applicable court order, trust or other document establishing and covering the fiduciary relationship. The Bank is not responsible for ensuring the account owner's compliance with such laws, court orders or documents.

2. **Individual Ownership Accounts.** An individual account is an account in which only one natural person has a present ownership interest. However, another individual can sign on behalf of an account holder by providing the Bank with proper documentation in the form of special instructions or a durable power of attorney granted by the account owner. The Bank is authorized to credit to the account items payable to the account owner without endorsement.

3. **Joint Accounts.** A joint account with right of survivorship is an account in the names of two or more natural persons and as to which each named individual, acting alone, has an unconditional and unlimited right of withdrawal. A joint account with right of survivorship means that all rights of any account owner who dies and who was an owner of the account automatically pass to the surviving individual(s) who own the account. Each individual identified as an owner of the account authorizes the Bank to credit to the account items payable to any joint account holder or to all account holders without endorsement. Each individual identified as an owner of the account authorizes the other(s) to endorse his/her name on all items presented for deposit, if permitted by the Bank. Each joint account owner can pledge the account for the personal debts of that account owner, and each can grant a power of attorney over the account, without the consent of or notice to other account holders. We can use all funds in a joint account to satisfy a debt of one or more of the joint owners which is due. Each individual identified as an owner of the account is liable for any overdrafts created on the account, as well as for all fees and charges and other liabilities related to the joint account (such as a liability created when an account owner cashes a check or withdraws funds against a deposit that is later returned unpaid). If, as an accommodation to you to facilitate opening a joint account when not all account owners are present, we permit you to open the account pending the receipt of necessary documents and signatures from all joint owners; but you agree to indemnify and hold us harmless for any damages we may suffer if we do not receive any required signature. We may close the account if we do not receive required documents within a reasonable period of time as we may determine.

4. **Minor Accounts.** Accounts may be established in the name of or for the benefit of minors in accordance with applicable State law. If the Bank establishes a joint account in the name of a minor and one or more adults, each adult is fully responsible for all liabilities arising from the account.

5. **Payable-on-Death Directions.** A statutory procedure to transfer an owner's interest in an account upon the owner's death to his or her beneficiaries may be available. This procedure is often referred to as a payable-on-death direction. The Bank will accept and execute payable-on-death designations on personal accounts in accordance with, and to the extent authorized by the laws of, the State in which the account is opened. Requests for further information concerning payable-on-death directions should be made to a Personal Banking Representative.

6. **Powers of Attorney.** The Bank is not required to recognize any power of attorney to act on an account. The Bank generally requires that powers of attorney meet certain requirements under applicable State law before they will be recognized by the Bank, including that the power be of a type that is recognized as "durable." The Bank may require the attorney-in-fact to present the original power of attorney before he or she may conduct any transaction involving the account. The Bank may require the attorney-in-fact to sign an affidavit regarding the attorney-in-fact's right to act under the power. If the Bank accepts a power of attorney, the Bank may continue to recognize the authority of the attorney-in-fact until the Bank receives written notice of revocation or termination of the power of attorney and has had a reasonable time to act upon the notice. The Bank reserves the right to restrict the types or amounts of transactions it will permit an attorney-in-fact to conduct on a case-by-case basis. A person acting under a power of attorney is not, by virtue of the power, an owner of the account, and no funds in the account belong to the attorney-in-fact by reason of that capacity. The attorney-in-fact has no right of survivorship in the account by virtue of that capacity.

7. **Commercial Accounts.** Commercial accounts (including accounts of a small business) include those established by a sole proprietor, joint venture, partnership, corporation, association, limited liability company, limited liability partnership, business trust, governmental unit, or other entity. Commercial accounts also include those established primarily for religious, philanthropic, charitable, educational, fraternal or similar purposes and not operated for a profit. Commercial accounts do not include accounts established by one or more natural persons opening the account primarily for personal, family or household purposes.

   In compliance with applicable laws and regulations governing customer due diligence and for the purpose of establishing due authorization on an account, the Bank may require a resolution, authorization, agreement or other documents to evidence the authority of any individual to act on behalf of a commercial account holder. The Bank is not required to recognize any resolution or authorization that is not on the Bank's own form. Each commercial account holder agrees to provide the Bank with a new resolution, authorization or other documentation as Bank may request immediately upon any change in authority. The Bank may continue to follow the directions of a commercial account holder's representative who, according to the Bank's records, is authorized to act on behalf of the account holder until the Bank receives a written resolution or authorization effecting a change and the Bank has had a reasonable period of time to act on such change. You agree that three (3) banking days after the Bank's receipt of the resolution, authorization, agreement or other document is a reasonable period of time, but the Bank may recognize the change sooner.

   A limited liability company seeking to open accounts at the Bank is required to provide the Bank with a copy of its articles of organization as filed with the Secretary of State or other chartering authority. The articles of organization should state, among other things, whether the limited liability company is member-managed or is managed by one or more managers. The

Bank may be required to review an operating agreement of the limited liability company to determine whether any member or manager is authorized to bind the limited liability company. Any member or manager is an agent of the limited liability company for the purpose of conducting its business and affairs. The Bank may rely on the signature or certification of any such member or manager that appears to be for the purpose of carrying on the business or affairs of the limited liability company in the usual course of business, and such action shall bind the limited liability company. Opening deposit accounts on behalf of the limited liability company, writing checks, contracting for other banking services, including Treasury Management Services, transferring funds, and investing funds shall be considered to be in the usual course of business for the limited liability company, unless a member or manager notifies the Bank in writing of any specific limitation on the authority of members or managers to act. Simply providing a copy of an operating agreement to the Bank does not constitute providing Bank with notice of any such limitations.

For partnership accounts and limited liability partnership accounts, each partner agrees with each other and the Bank that any one partner whose name appears on the account's signature card has complete authority to bind the partnership and all other partners in all transactions involving the account.

Each person whose name appears on the signature card for a commercial account or on any resolution or other authorization represents and warrants that such person is authorized to execute all documents in the capacity designated in that document. In the event of any inconsistency between the signature card and any resolution, authorization or other document, the signature card shall govern.

If the account is in a trade name, you certify that you are transacting business under that trade name, and that no other person or entity has any right to conduct business in that name. You indemnify the Bank against any loss or liability, including court costs and attorneys' fees to the extent permitted by law, resulting from the Bank's acceptance for payment or credit checks or other items drawn to the order of the trade name.

Transactions that are restricted under the Unlawful Internet Gambling Enforcement Act are prohibited and may not be processed through your commercial account.

8. **Facsimile or Other Signature Device.** If items drawn on your account are signed using any stamp, facsimile signature, electronic or other non-manual form of signature, you acknowledge and agree that it is used solely for your benefit and convenience. You accept all responsibility for maintaining security over any device you use for affixing your signature. Except as otherwise required by law, any signature made using such a device will be effective as your signature regardless of whether the individual affixing the facsimile signature was authorized to do so.

9. **Credit Reports.** Prior to opening an account, and at any time during which your account is opened, the Bank has a right to obtain a credit report on you, and to take reasonable steps to verify your employment and other information you have furnished to the Bank.

B. Deposits

1. **Direct Deposits.** Any recurring periodic payments that you receive, such as Social Security payments may be directly deposited with us for your benefit if the payor will agree. If you want this service, contact a Personal Banking Representative.

2. **Our Status as Your Agent.** We act as your agent in collecting any items deposited to your account, in accordance with law. Credit for items deposited to your account is provisional, and can be revoked if the deposited item is not paid for any reason. The Bank may refuse to accept an item for deposit, or may accept an item for collection only, or may return all or any part of a deposit.

3. **Endorsements.** You should endorse all items to be deposited to your account "For Deposit Only," followed by your account number and your signature. You warrant to us that you are entitled to enforce and are entitled to payment for all checks that you deposit in your account. We may return to you a check you deposited to your account if the check does not contain all necessary endorsements, and revoke any credit we have provided for that check. If you deposit an item bearing an endorsement that is outside the area extending one and one-half inches from the trailing edge of the back of the check, or if you cause the endorsement of the bank of first deposit to be obscured, and this causes a delay in the payment or return of an item, you will be responsible for any cost and liabilities associated with the return or delay. The trailing edge is the left side of the item as viewed from the front.

4. **Verification of Deposits; Correction of Errors.** When we accept deposits and issue receipts, the deposits and receipts are subject to later verification and correction, if necessary. If funds to which you are not entitled are deposited into your account by mistake, we have the right to remove those funds from the account at any time without prior notice to you. If there are insufficient funds in the account to correct the mistake, we may charge your other accounts to recover the necessary funds, or we may institute collection action against you.

5. **Returned Items.** If a deposited item is returned to us unpaid, or if you breach a warranty that you make to us under law or in this Agreement with respect to an item that you deposit, we may reverse the credit to your account. We can also charge back to your account any item that we have cashed for you if the item is returned to us by the banking institution on which it was drawn. To the extent allowed by law, our right to charge your account is not affected by the expiration of any applicable settlement, payment or notification deadline when the deposited item is returned to us by another banking institution, either in accordance with applicable law or clearing rules (including local and national clearinghouse rules), or because of claim for breach of warranty. Interest earned, if any, on the returned check or item may also be deducted from your account. We may also assess a service charge for each returned check or other item. At our option, we may resubmit any returned item for payment. You waive presentment, notice of dishonor and protest.

   We may process a copy or other evidence of the returned item (such as an electronic notice of return, an indemnified copy of the original, or an image replacement document) in place of the original.

6. **Foreign Collection Items.** You should exercise caution in accepting checks drawn on international or foreign institutions. When checks are drawn on banks located outside of the United States, such items may be returned unpaid at a much later date than domestic checks you deposit because of longer processing and return times. If an item drawn on an international or foreign institution were returned to us unpaid for any reason, we may charge your account for the amount of the item, even if we previously made the funds available to you. If we take an item payable in foreign currency for deposit or collection, you will bear all exchange rate risk. We may not credit the item to your account until we have received the collected funds in U.S. Dollars.

7. **Substitute Checks.** You must have a separate agreement with us if you wish to convert paper checks you receive to electronic images and deposit the images with us as "substitute checks." We provide our **Mobile Deposit Service** for personal account customers who have an agreement with us for that service. If you are interested in that service, please contact a Personal Banking Representative or Customer Service. We provide our **Remote Deposit Service** for commercial customers who sign a separate agreement with us for that service and who have the required hardware and software. If you are interested in that service, please contact a Treasury Management Services officer. You cannot deposit a substitute check that you create, or one that is created by another person, without having such a written agreement with us.

   When you deposit a substitute check to your account with us, we make certain warranties and are required to indemnify other financial institutions and parties involved in the transaction under the Federal Check 21 Act. You are responsible for any losses, costs and expenses we sustain if you cause us to breach any warranty or cause us to incur any liability on a claim made against us under the Check 21 Act and the Federal regulations that apply. For example, if you send us an image of a check for deposit into your account instead of the original check, you agree to reimburse us for losses, costs and expenses that we may incur if the image does not meet applicable substitute check standards, or if a duplicate payment is made because the image and the original check are both paid.

   If you have a personal (consumer) account with us, more information about substitute checks is provided in the Regulatory Disclosures at the end of this booklet.

8. **Preauthorized Drafts or other Remotely Created Checks.** Without our express authorization, you are not permitted to knowingly deposit into your account checks or drafts that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction (facsimile) of that individual's signature. This type of check is sometimes created by companies that transact business over the Internet or by telephone. Such company receives permission from one of its customers to create a check drawn on its customer's checking account, but the customer does not actually sign the check. These items are sometimes called "preauthorized drafts," or "remotely created checks."

   Any time you deposit such an item as described in this section to your account with us, you warrant to us that the person on whose account the item is drawn in fact authorized the item in the amount stated on the face of the item and to the payee stated on the item. You indemnify and hold us harmless for all losses, costs and expenses that we may incur if you have breached this warranty. If we receive a claim related to any such item, we may charge the item back to your account, even if we receive the claim as long as a year after the item was paid.

C. Account Processing and Posting of Items

1. **Generally.** For each banking day, we process and post deposits and other credits to your account before we process and post items and other debits we receive for payment from your account. We have the right to process, post and pay items and other debits that we receive for payment from your account in any order that we determine in our discretion - **regardless of the order in which the items occur or we receive them**. We have the right to treat credits, debits and holds to your account that we receive during the business day as if we received all of them at the end of the business day. We have the right to give preference to items and other debits payable to us (such as loan payments and service fees and charges). If we temporarily process and post an item during the business day, we have the right to change its final posting order at the end of the banking day. Also, your account statement will not necessarily report credits and debits in the order in which we posted them to your account.

   The order in which we process and post items to your account also can be affected by the manner in which we receive them and whether we authorize those items for payment at or before the time that we received them. For example, we authorize some items, such as POS purchases and other debit card transactions, when you initiate them, but we may not receive those items from the merchant for several days. We receive and authorize other items for payment, such as ATM withdrawals and online transfers of funds, at the time you initiate them. There also are other items that we don't know about until we receive them, such as checks and most ACH payments, and we don't authorize their payment until after we receive them.

   As described more fully below, in connection with our processing and posting of items, we also have the right to establish (a) categories for processing and posting different types of items, (b) a posting order among categories of items, and (c) different posting orders for items within each category.

   Categories of Items. We group items into categories. For example, we may group debit card transactions into one category, and group checks and ACH items into another category. A single category may include more than one type of item.

   Posting Order among Categories of Items. We establish the order in which we post each category of items. This means that we may post all of the items in one category before we post any items contained in another category. For example, if we treat debit card transactions as belonging to one category and checks as belonging to another category, then we may post all of your debit card transactions before we post any of your checks.

   Posting Order of Items within any Category. We establish the order in which we will post items within each category of items. We may vary the order in which we post items from one category to another. For example, we may post items in increasing or decreasing dollar amount order in one category and post items in chronological order in another category.

2. **Order of Posting Transactions.** On any banking day, if we receive more than one item for payment from your account and we determine that your available balance is sufficient to pay some - **but not all** - of those items, then the number of items paid and the resulting insufficient funds or overdraft charges we assess and debit against your account could be affected by the order in which we post those items. For example, if we post items within a category in the order of their decreasing dollar amounts (known as "**high-to-low**"), your account balance will be reduced by greater dollar amount items first. High-to-low posting will increase the risk that lesser dollar amount items will be returned for insufficient funds or create overdrafts in your account, and that we will assess and debit more insufficient funds and overdraft charges against your account. However, high-to-low posting also will reduce the risk that important greater dollar items, such as your mortgage, insurance premium or car payment will be returned unpaid for insufficient funds in your account.

We process and post items to your account at the end of each business day, first by category order and then, within each category as stated in the table below.

Category	Item Type	Posting Order
First	We **ADD** all deposits and other credits to your account	high-to-low
	Then we **SUBTRACT**	
Second	Service fees and assessed charges	high-to-low
Third	Wire transfers of funds	high-to-low
Fourth	**Items that you did not initiate**, for example, returned deposited items and any other reversal of a credit to your account	high-to-low
Fifth	**Items that you initiated and we authorized before we received them**, such as ATM cash withdrawals, POS and other debit card transactions, UMB Online bill payments, and UMB Mobile Banking transactions, that show the date and time at which we authorized the item	**chronological by date and time**
Sixth	**Items that you initiated and we authorized before we received them**, such as ATM cash withdrawals, POS and other debit card transactions, UMB Online bill payments, and UMB Mobile Banking transactions, that do not show the date and time at which we authorized the item	**low-to-high**
Seventh	**All other items that we did not authorize before we received them**, such as your checks and most ACH payments (for example, checks that are converted by the payee to electronic debit transactions), withdrawals (for example, your mortgage, car payment, or utility bill), and in-person withdrawals and other teller transactions at a UMB branch	high-to-low

If your available balance is not sufficient to cover all of the items that are posted to your account on any banking day, then we will assess and debit insufficient funds or overdraft charges against your account. The total number and amount of insufficient funds or overdraft charges that we assess and debit against your account may be greater under the posting order described above than if we were to post items to your account in a different order.

D. Your Available Balance

Your available balance does not reflect any checks, ACH automatic bill payments or other items that you have issued, initiated or authorized until they are presented to us for payment from your account. Debit card transactions, UMB Online bill payments and other pending transactions will reduce your available balance during the day. UMB Online bill payments may process up to five (5) calendar days before the due date you select when you set up those payments. It is possible for you to overdraw your account even though your available balance shows that there are sufficient funds in your account to cover an item you want to issue, initiate or authorize. For example, when you write a check, the payee may not present the check to us for payment on that same day. That outstanding check will not be reflected in your available balance until the payee presents that check to us for payment. Your available balance also may not reflect recent deposits to your account. For details concerning availability of your deposits for withdrawal, see Part V, “Regulatory Disclosures”, section A, “Your Ability to Withdraw Funds” below.

When we receive an authorization request from a merchant or other party from which a purchase is being made with your debit card, we have the right to place a temporary hold - known as an “**authorization hold**” - against some or all of the funds in your account. If we place an authorization hold against your account, the amount of such authorization hold will decrease your available balance. If we receive an authorization request from a gas station, restaurant, hotel, car rental agency, or other merchant, the amount of the authorization hold may differ from the final amount of your purchase from that merchant because the purchase amount may not be known at the time the merchant makes its request for authorization. In those circumstances, we may either not place an authorization hold against your account or the amount of the authorization hold that we place against your account may be different from the final amount of your purchase.

We have the right to maintain an authorization hold against your account until we receive the purchase transaction that matches the authorization hold. However, if we do not receive the matching purchase transaction within three (3) banking days (or such other period of time as permitted by the rules of the payment network governing your debit card), then we will release our authorization hold against your account. If we have not received the matching purchase transaction, the amount of the released authorization hold will increase your available balance. If the merchant later submits the debit card purchase transaction to us for payment, we will post that transaction to your account and that transaction then will decrease your available balance accordingly.

We offer a variety of services to assist you in monitoring your available balance, such as **UMB Online Banking, UMB Direct Banking** by phone, an ATM, or our **UMB Mobile Banking** balance or withdrawal alerts (see the section on **Account Alerts** below). However, your available balance will not include any outstanding checks, ACH automatic bill payments or other items that you have issued, initiated or authorized until those items have been presented to us for payment. Accordingly, ***you should always adjust your available balance provided by any of those services to reflect all such outstanding items***.

E. Withdrawals

1. **Checks.** Personalized checks may be ordered from the Bank at varying prices, depending on the style of check that you choose. The Bank may deduct the cost of your personalized checks from your account. You must verify the accuracy of all information on your printed checks. Our liability, if any, for any printing errors on forms obtained through us is limited to the cost of replacement. We are not liable for error or losses you may incur due to printing errors on forms not obtained through us or approved by us in advance. In order that we may provide quality check processing services to you, we may require that you use a check printer that meets technical standards for checks that are acceptable to us.

2. **Multiple Signers.** If the Bank establishes an account for you and you want to require two or more signatures or other special signing provisions on any item drawn on the account, you acknowledge that such provision is solely for your personal or internal control purposes. Such special signing provision is not binding on the Bank unless an authorized officer of the Bank has specifically approved such requirement in a supplemental written agreement with you. The mere acceptance by Bank of

a signature card, resolution or other authorization document of yours containing such a requirement, standing alone, is not sufficient to bind the Bank to such a requirement, unless a law (such as a law governing fiduciaries) or a court order of which we have actual knowledge were to require otherwise. You agree that we will not be liable for paying an item that is lacking your required number of signatures if the item bears at least one authorized signature.

3. **Federal Limitations on Withdrawals.** If your account is a checking account that earns interest, a savings account, or a checking account with limited check writing privileges, withdrawals are subject to limitations imposed by Federal law.

   a. **Notice of Intended Withdrawal.** Ordinarily, you may withdraw funds from your interest bearing checking account or savings account without giving us advance notice.

      Under Federal law, we must reserve the right to require you to give us seven (7) calendar days prior notice of your intent to withdraw funds from these kinds of accounts. This advance notice requirement will not apply to you unless the same notice were required of all of our customers with accounts of the same type.

   b. **Transaction Limitations. I**f your account is a savings account or a checking account with limited check writing privileges, you are allowed to make no more than six (6) transfers from the account each monthly statement cycle. The total number of permitted transfers includes transfers, withdrawals or payments made by check, in person, at ATMs or POS terminals, by telephone, by personal computer or other electronic device, or by a preauthorized transfer such as ACH. If you exceed six (6) transfers limitation, we may assess a charge to your account (check your **Schedule of Service Fees and Charges** or ask a Bank representative for details). If you exceed these limits on more than an occasional basis, we may close your account or convert your account to a different type of account. We will send you a notice if we do that.

4. **Availability of Funds for Withdrawal.** The availability of funds for withdrawal from an account is governed by our funds availability policy. That policy is described at the end of this booklet, in Part V, Section A below, titled "Your Ability to Withdraw Funds."

5. **Bank's Exercise of Due Care.** Consistent with the practice of other banks, the Bank's procedures may not provide for the sight examination of items with a face amount below an amount specified by the Bank from time to time. When acting in accordance with those procedures, the Bank will not be deemed to have failed to exercise ordinary care even though it does not make a sight examination of an item. The Bank will not be deemed to have failed to exercise ordinary care if an item is forged or altered so cleverly that a reasonable person would not detect the forgery or alteration.

6. **Electronic Presentment.** We may debit your account for an item on the day the item is presented to us for payment by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution. Any determination of your account balance for purposes of making a decision to honor or dishonor an item for insufficiency of available funds may be made at any time between the receipt of the presentment or notice and the time of return of the item, and no more than one determination need be made.

7. **Preauthorized Electronic Payments.** You may authorize a third party to electronically debit payments of specific amounts from your account (excluding certain accounts such as time deposit accounts or IRAs) on a one-time or continuing periodic basis. To arrange for this service, you should contact the person or company you will be paying. Depending on the type of account you have, there may be a fee for this service. If your account has transaction limitations (such as savings or money market accounts), you should be careful that these electronic payments do not inadvertently cause you to exceed the number of permitted transactions on your account.

8. **Authorizing Others to Create Checks or Drafts Drawn on your Account.** If you voluntarily provide information about your account, such as your account number and the Bank's transit routing number, to any third party seeking payment from you, and that party creates a paper check or draft for collection through the check collection system, we may pay the resulting item even if the item does not contain your signature. (A check or draft created by a third party based on verbal authority of the account holder and that does not contain a signature that resembles that of an account holder is sometimes called a "preauthorized draft" or a "remotely created check." For example, the check may say "Authorized by Your Depositor" in the place where your signature would ordinarily appear). Because some third parties may try to charge your account for items you did not authorize or in amounts different from what you authorized, **you should exercise caution**.

   You must notify us of any claim that a preauthorized draft or remotely created check created by a third party and charged to your account was not authorized by you or that the amount of the item was different than what you authorized within sixty (60) calendar days of when the item first appeared on your monthly statement. (The normal time period within which you must report unauthorized items paid from your account is thirty (30) calendar days from your receipt of a statement showing the unauthorized item, but we have extended the time period to sixty (60) calendar days for preauthorized drafts or remotely created checks described in this subsection only.) If you make a claim about the item within that time period, we will forward the claim to the bank that first deposited the item for collection, and will provide you any refund that we receive. If we are unable to recover the amount from the bank of first deposit because you do not make the claim within the required time period, we may not be able to recover the amount from the bank where the item was first deposited. If we cannot recover the funds from the bank of first deposit, we will not refund the money to you, even if you claim the item was unauthorized. We are not otherwise responsible for any loss you may incur.

9. **Restrictive Legends.** The Bank is not liable to you if we fail to honor any restrictive legend on checks that you write unless we have agreed in writing in advance to the restriction. Samples of restrictive legends are "Void after 90 days," or "Not valid for more than $1,000."

10. **Stale Dated Items.** We are not required to pay any item presented more than six (6) months after the date of the item. However, we may pay those items if we do so in good faith. You agree that we are acting in good faith in paying such an item unless there is in effect on our system a Stop Payment Order for that item.

11. **Postdated Items.** We will have no liability by reason of our payment of an item prior to the date reflected on the item unless you have given us reasonable advance written notice before the item is presented to us for payment and you follow the procedures for and pay the service fees associated with a Stop Payment Order. Your notice to us must specify the payee, date, amount and item number, and the fact that you have postdated it. Notices with respect to postdated items are not effective for time periods longer than are provided for Stop Payment Orders, and you must notify us before the expiration of that period and

pay the applicable service fees if you want the order to be effective beyond the scheduled expiration date. You agree that we may return a postdated item to the presenter before the date shown on the item without liability for wrongful dishonor.

12. **Check Cashing for Non-Account Holders.** The Bank may impose requirements that the Bank determines are necessary or appropriate when a payee or other person who does not hold an account with us presents for cash an item drawn on your account, and which appears otherwise properly payable. If that person fails or refuses to satisfy those requirements, the Bank's refusal to cash the item will not be considered wrongful. Subject to applicable law, those requirements may include, but are not limited to, requiring the person to supply identification, which may include a fingerprint, pay check cashing fees, and present the item at specific locations or using specific tellers.

F. Insufficient Funds and Overdrafts

It is your responsibility to know if there are sufficient funds in your account before you write a check, make a cash withdrawal at an ATM, make a purchase with your debit card, or issue, initiate or authorize any other item for payment from your account. It is important that you carefully monitor the funds in your account, and promptly record in your account register all of your deposits to, and items that you issue, initiate or authorize for payment from, your account. You should never assume that you can make a covering deposit to your account before an item will be presented to us for payment because items are often presented to us for payment very quickly, and because funds from your covering deposit may not be immediately available for withdrawal. You can avoid insufficient funds and overdraft charges by making sure that your account always contains sufficient funds to cover all of your withdrawals and payment transactions.

If your available balance is not sufficient to cover any item presented to us for payment, the item will be posted provisionally to your account pending our decision to return or to pay the item. We have the right, in our sole discretion, to either (1) reverse the provisional posting of the item to your account and return the item to the payee as unpaid for insufficient funds, or (2) pay the item and create an overdraft in your account. Whether we decide to return the item as unpaid for insufficient funds or to pay such item and create an overdraft in your account will depend on various factors, such as the amount of the item and your banking history with us. We may assess and debit a service charge against your account for an item returned for insufficient funds or for an overdraft. Please see our **Schedule of Service Fees and Charges** for details.

If we pay an item and create an overdraft in your account, you must immediately repay that overdraft and any overdraft charge we assessed, and you must also reimburse us for all costs and expenses (including attorneys' fees and expenses to the extent permitted by applicable law) that we incur in attempting to recover that overdraft and service charge from you. If your account is a joint account, then each account holder is responsible for the repayment of all overdrafts in the account and all related service charges and collection costs and expenses (including attorneys' fees and expenses to the extent permitted by applicable law), regardless of which account holder issued, initiated, authorized or benefitted from the proceeds of the item that created the overdraft. In addition, we may exercise our right of setoff against any other accounts you or any joint owner maintains with us, and we may apply any later deposits (including deposits of Social Security or other government benefits) made to any account that you or any joint account holder maintains with us to pay for the overdrafts and any service fees and other charges.

We generally will send you a notice when an item has been presented to us for payment from your account that would create an overdraft; however, we will not be liable to you if we fail to send you such notice. You authorize us to assess and debit a charge against your account for each item we return for insufficient funds and each overdraft in the amounts specified in our **Schedule of Service Fees and Charges**. You agree that we will not be liable if we dishonor your other items because of insufficient funds in your account resulting from our assessing and debiting such charges, or because of the order in which we pay your items. However, we will not assess and debit your account for charges for items we return for insufficient funds or overdrafts if your negative available balance falls within a tolerance threshold as specified in our **Schedule of Service Fees and Charges**. Charges for items we return for insufficient funds and charges for overdrafts are subject to a daily maximum as also specified in our **Schedule of Service Fees and Charges**.

If you do not use an Overdraft Protection Service, then the actions that we are authorized to take in connection with an item presented to us for payment from your account and that would create an overdraft in your account if paid will depend upon the type of item, and those actions are as follows:

- ATM and "One-Time" Debit Card Transactions. We generally will **not** authorize an ATM withdrawal from your account if your available balance shows that allowing the withdrawal would create an overdraft. We also generally will **not** authorize a "one-time" debit card transaction (also known as an "everyday" debit card transaction) against your account if your available balance shows that allowing the payment would create an overdraft, **unless** you have requested that we pay those transactions as overdrafts through our **Debit Card Overdraft Authorization and Enrollment**. We reserve the right, on a case-by-case basis and in our sole discretion, to authorize and pay any ATM or debit card transaction, even if it would create an overdraft. If you have **not** requested that we pay your debit card transactions as overdrafts, we will not assess an overdraft charge against your account. However, you **must** immediately repay any resulting overdraft. Even if you request that we pay your debit card transactions as overdrafts, it does not mean that we will allow such overdrafts to occur.

- Items other than ATM and "One-Time" Debit Card Transactions. We reserve the right to take the following actions, without prior notice to you, if we receive an item **other than an ATM or "one-time" ("everyday") debit card** transaction for payment from your account and your available balance is not sufficient to pay the item:

- We may decline to pay the item and return it unpaid, **or**
- We may pay the item and create an overdraft in your account.

At no time will we be obligated to pay any item that would create an overdraft. The fact that we pay an item and create an overdraft in your account one or more times does not mean we will continue to do so. We are not required to notify you in advance if we change how we handle payment of any item that would create an overdraft.

If you are not covered by one of our Overdraft Protection Services described below, and you prefer that we authorize your "onetime" ("everyday") debit card transactions for payment when your available balance is not sufficient to cover them, then you should consider our Debit Card Overdraft Authorization and Enrollment.

1. **Debit Card Overdraft Authorization and Enrollment.** With our **Debit Card Overdraft Authorization and Enrollment:**

   - If a "one-time" ("everyday") debit card transaction overdraws your account, then the applicable overdraft charge described in our **Schedule of Service Fees and Charges** will be assessed and debited from your account. You must immediately pay the overdraft and the related overdraft charge, and return your account to a positive balance.
   - There is no service fee to add our **Debit Card Overdraft Authorization and Enrollment** to your account, and there is no charge **unless** your debit card transaction overdraws your account.
   - There is no overdraft charge if your account were overdrawn during the day and you were to deposit or transfer sufficient available funds to your account to return it to a positive balance **before** the posted cut-off time on that banking day.
   - Whether we will pay a "one-time" ("everyday") debit card transaction that would create an overdraft in your account is completely discretionary on our part, and we reserve the right to **not** pay such item regardless of your enrollment in our **Debit Card Overdraft Authorization and Enrollment**. For example, we likely would not pay an overdraft if your account were not in good standing, or if you have incurred excessive overdrafts.
   - Our **Debit Card Overdraft Authorization and Enrollment does not apply** to checks and other items for payment from your account, including transactions that you have established for recurring payment (such as utility bills or club memberships). We may continue to pay those items at our discretion and create overdrafts in your account even if you do not enroll in our **Debit Card Overdraft Authorization and Enrollment**.

   The charge for our Debit Card Overdraft Authorization and Enrollment is greater than the service fee for each of our Account Account Transfer, TotalCheck Line of Credit, and UMB Credit Card Overdraft Protection services described below.

2. **Continuous Negative Balance.** If the balance in your account is negative at the end of a banking day and continues to be negative at the end of each banking day for five (5) consecutive banking days, then we will begin to assess a **Continuous Negative Balance Charge** to your account for each banking day thereafter that your account continues to have a negative balance, up to a maximum of twenty (20) banking days. The amount of the **Continuous Negative Balance Charge** is stated in our **Schedule of Service Fees and Charges** and is in addition to any service charge that we may assess for any item we return for insufficient funds or any overdraft. You can avoid the **Continuous Negative Balance Charge** by promptly depositing or transferring sufficient available funds to your account to pay the amount of the overdraft - plus any overdraft charges we have assessed - within the first five (5) consecutive banking days from the time your account became overdrawn. The **Continuous Negative Balance Charge** will not be assessed if your negative account balance is within the tolerance threshold specified in our **Schedule of Service Fees and Charges**.

G. Overdraft Protection Services

If you have a personal or fiduciary account, you may be able to obtain limited overdraft coverage for an item presented to us for payment from your account (or payment of any service fee from, or charge assessed against, your account) when there are insufficient funds in your account. **We offer three (3) types of Overdraft Protection services as described below. However, you may select only one (1) type of Overdraft Protection service to provide this coverage, and the maximum dollar amount of coverage available to you will depend on the type of Overdraft Protection service that you select.**

1. ***TotalCheck* Line of Credit Overdraft Protection.** If you have applied for, and we have approved you for, our ***TotalCheck* Line of Credit Overdraft Protection** service, the maximum dollar amount of overdraft coverage will be the amount of available credit under your ***TotalCheck* Line of Credit.** If we advance funds from your ***TotalCheck* Line of Credit** to cover your overdraft(s), then a service fee (as specified in our **Schedule of Service Fees and Charges**) will be charged to your ***TotalCheck* Line of Credit**. Funds advanced from your ***TotalCheck* Line of Credit** will be subject to finance charges, and other fees and charges also may apply as provided in your ***TotalCheck* Line of Credit** agreement. The ***TotalCheck* Line of Credit Overdraft Protection** service also is subject to separate terms and conditions we provide to you. If you are enrolled in our **Debit Card Overdraft Authorization and Enrollment** service, you cannot also obtain overdraft coverage under the ***TotalCheck* Line of Credit Overdraft Protection** service.

   If you are enrolled in our ***TotalCheck* Line of Credit Overdraft Protection** service and there is insufficient overdraft coverage available under that service to cover the amount of an overdraft, then we have the right to either (i) decline to pay the item that would create the overdraft and return it unpaid or (ii) pay the item by advancing any funds available under your ***TotalCheck* Line of Credit** to your account and creating an overdraft. If we decline to pay the item, we will assess and debit an insufficient funds charge (as specified in our **Schedule of Service Fees and Charges**) against your account **unless** the item is a "one-time" ("everyday") debit card transaction.If we elect to pay the item, (a) the advance of funds available under your ***TotalCheck* Line of Credit** will be subject to a service fee (as specified in our **Schedule of Service Fees and Charges**) and (b) we also will assess and debit an overdraft charge (as specified in our **Schedule of Service Fees and Charges**) against your account **unless** the item creating the overdraft is a "one-time" ("everyday") debit card transaction.

2. **UMB Credit Card Overdraft Protection.** If you have applied for, and we have approved you for, our **UMB Credit Card Overdraft Protection** service, the maximum dollar amount of overdraft coverage will be your unused credit limit for cash advances from the **UMB Credit Card** that you designated to provide your overdraft coverage. If we advance funds from your designated **UMB Credit Card** to cover your overdraft(s), then a service fee (as specified in our **Schedule of Service Fees and Charges**) will be charged to your designated **UMB Credit Card**. Funds advanced from your **UMB Credit Card** will be subject to finance charges, and other fees and charges also may apply, as provided in your designated **UMB Credit Card** account agreement. The **UMB Credit Card Overdraft Protection** service also is subject to separate terms and conditions we provide to you, including minimum advance requirements. If you are enrolled in our **Debit Card Overdraft Authorization and Enrollment** service, you cannot also obtain overdraft coverage under the **UMB Credit Card Overdraft Protection** service.

   If you are enrolled in our **UMB Credit Card Overdraft Protection** service and there is insufficient overdraft coverage available under that service to cover the amount of an overdraft, then we have the right to either (i) decline to pay the item that would create the overdraft and return it unpaid or (ii) pay the item by advancing any funds available under credit limit for cash advances from your designated **UMB Credit Card** to your account and create an overdraft. If we decline to pay the item, we will assess and debit an insufficient funds charge (as specified in our **Schedule of Service Fees and Charges**) against your account **unless** the item is a "one-time" ("everyday") debit card transaction. If we elect to pay the item, (a) the

advance of funds available under your **UMB Credit Card** will be subject to a service fee (as specified in our **Schedule of Service Fees and Charges**) and (b) we also will assess and debit an overdraft charge (as specified in our **Schedule of Service Fees and Charges**) against your account **unless** the item creating the overdraft is a "one-time" ("everyday") debit card transaction.

3. **Account-to-Account Transfer Overdraft Protection.** If you enroll in our **Account-to-Account Transfer Overdraft Protection** service and designate another checking or savings account that you maintain with us (your "**Funding Account**") to cover overdrafts in your account (your "**Paying Account**"), the maximum dollar amount of overdraft coverage available to your Paying Account will be the available balance in your Funding Account after all other debits to, and items to be paid from, your Funding Account have been paid. Transfers from your Funding Account to cover your Paying Account overdrafts using the **Account-to-Account Transfer Overdraft Protection** service are subject to a service fee (as specified in our **Schedule of Service Fees and Charges**), and may reduce balances or increase withdrawals sufficiently to create additional service charges and/or fees in your Funding Account. If we transfer funds from your Funding Account to cover a Paying Account overdraft, then our service fee for **Account-to-Account Transfer Overdraft Protection** service will be charged and debited to your Funding Account. The **Account-to-Account Transfer Overdraft Protection** service also is subject to separate terms and conditions we provide to you, including minimum advance requirements. Regardless of your enrollment in **Account-to-Account Transfer Overdraft Protection**, we do not include the available balance of your Funding Account in determining whether to authorize your request for an ATM cash withdrawal or other debit card transaction from your Paying Account.

   If you are enrolled in our **Account-to-Account Transfer Overdraft Protection** service and there is insufficient overdraft coverage available under that service to cover the amount of an overdraft, then we have the right to either (i) decline to pay the item that would create the overdraft and return it unpaid or (ii) pay the item by transferring any funds available in your Funding Account to your Paying Account and creating an overdraft. If we decline to pay the item, we will assess and debit an insufficient funds charge (as specified in our **Schedule of Service Fees and Charges**) against your account **unless** the item is a "one-time" ("everyday") debit card transaction. If we elect to pay the item, (a) the transfer of available funds from your Funding Account will be subject to a service fee (as specified in our **Schedule of Service Fees and Charges**) and (b) we will also assess and debit an overdraft charge (as specified in our **Schedule of Service Fees and Charges**) against your account **unless** the item creating the overdraft is a "one-time" ("everyday") debit card transaction and you have not enrolled in our **Debit Card Overdraft Authorization and Enrollment.**

In addition to all of the rights we have under this Agreement, under any of the separate terms and conditions governing any Overdraft Protection service, or at law or in equity, we reserve the right to terminate your Overdraft Protection service if we, in our sole discretion, determine that there is a consistent pattern of withdrawal and other debit transactions in your account that exceed the overdraft coverage available under the Overdraft Protection service in which you have enrolled.

4. **Account Alerts. If you have enrolled in UMB Mobile Banking**, you can also sign up for and receive any of our account alert services to assist you in monitoring your available balance. We can provide you with the following account alert(s) that you select:

   - low balance threshold alert (when your account balance falls below an amount that you have determined)
   - withdrawal threshold alert (when a withdrawal over a certain amount is made)
   - check cleared alert (when a check clears your account)
   - overdraft charge alert (when your account has been assessed an overdraft charge)
   - general deposit / withdrawal alert.

   Your **UMB Mobile Banking** account alerts can also be sent to you by electronic mail and text message. For more information on UMB Mobile Banking and its account alerts, visit **www.umb.com/mobile** on the internet.

5. **Commercial Accounts.** You agree to pay interest at a rate established by the Bank from time to time and published in your Pricing Statement on any negative collected balance in the account. If, in the Bank's discretion, an overdraft is created, you agree to repay the overdraft upon demand. Upon request by the Bank, you agree to execute and deliver to the Bank a promissory note in a form acceptable to the Bank evidencing your obligation to repay the overdraft.

H. Stopping Payment

If you want to stop the payment of a check drawn on or a debit to your account, you may do so if we receive your verbal or written Stop Payment Order before we have paid or become accountable for the check or debit. We will have a reasonable period of time to place the order in effect. Your Stop Payment Order will have been delivered to us too late if we have already accepted the check for payment. If you give us verbal instructions, you must mail or deliver to us written confirmation of the Stop Payment Order within fourteen (14) calendar days or the Stop Payment Order will lapse. Stop payment authorizations will remain in effect for six (6) months from the date we first receive your Stop Payment Order, and there will be a service fee for each such Stop Payment Order. You must contact us and renew a Stop Payment Order if you want to extend it beyond its expiration date. We will accept a Stop Payment Order from any account owner or authorized signer, even if that individual did not sign the check or create the debit.

Your written instructions or confirmation must be signed by you and include the following information: the names of all persons on the account, the account number, the name of the individual who signed the check or created the debit, the name of the party to whom the check or debit was made payable, the date of the check or debit, the amount of the check or debit, the check number, and your name. The Bank assumes no liability for failure to stop payment on a check or debit if any of the information is incorrect or incomplete. If you deliver the Stop Payment Order to us in person, you should give it to a Bank Officer or a Personal Banking Representative. If you mail it, you should address it to the address of your branch. When you give a Stop Payment Order for a debit drawn pursuant to a preauthorized payment, the stop payment order will remain in effect until the earlier of (1) withdrawal of the stop payment order by you; or (2) the return of the debit entry, or, where the stop payment order is applied to more than one debit entry under a specific authorization involving a specific Originator, the return of all such debit entries.

If we honor your Stop Payment Order on a check or debit, you agree that you will hold us harmless for all expenses incurred on account of the Stop Payment Order. You further agree that if, contrary to such Stop Payment Order, payment of a check or debit that is the subject of the Stop Payment Order is nevertheless made through inadvertence, accident or oversight, the Bank's liability will be limited to the amount of actual loss sustained, up to the amount of the check or debit, and the Bank will not be liable with respect to other checks or debits drawn by you which are returned for insufficient funds because of such payment.

I. Statements and Reporting Errors

1. **Your Role in Preventing Account Fraud.** You have a very important role in protecting your account from fraud and discovering fraud or errors involving your account. You should carefully guard the security of your checkbook and check stock, and immediately notify us if any of your checks are missing. If you are a commercial customer, you should not give the same person the responsibility to write checks and to review statements. You must safeguard any Personal Identification Number ("PIN"), password or other code or device (such as a token) that you obtain from us to access your account or to perform account functions. This includes the PIN you use with your ATM card, the access codes you use with UMB Direct telephone banking, UMB Online Banking, or other electronic devices. You must notify us immediately if your card or other access device or your PIN or other code were lost or stolen or if you suspect that its confidentiality has been compromised. No representative of the Bank will ask you for your ATM card PIN or UMB Online Banking password, and you should not disclose it to a person that claims to be a Bank representative.

   You must promptly review your statements and immediately report to the Bank any suspected fraud involving your account. As described below, if you do not report any suspected forgery, alteration, missing signature or other discrepancy relating to your account within the required time period, you may not recover from the Bank an amount that you claim was unauthorized. You should promptly telephone us if you do not receive your statement on time and obtain a duplicate. If you are an UMB Online Banking customer, you can monitor your account transactions quite easily, and we encourage you to do so. You agree to cooperate with us and with appropriate law enforcement personnel in the investigation of any claim you make involving an unauthorized withdrawal from your account, and to sign an affidavit or other written statement supporting your claim. If we have received a claim involving fraud on your account, we may require you to close the account to prevent additional fraud.

2. **Account Statements.** All checking account customers will be provided a monthly account statement for each account they have with the Bank. Inactive accounts may receive statements less frequently. Savings account customers receive account statements at least quarterly. If you have arranged to have electronic fund transfers made to or from your savings account, a statement will be provided for every month in which such a transfer was made, but even if there were no electronic funds transfer, quarterly statements will be provided. Money Market Checking Sweep Account customers will receive a separate monthly investment statement showing all sweep transactions and the amount of income earned. If you request statements as of special cutoff dates more often than the regular monthly statements, there may be an additional service fee for such service. If you have more than one (1) account, you may receive a separate statement for each account. Each statement you receive will show your deposits and other credits to the account, checks, electronic funds transfers or other debits from the account, if any, service fees and charges deducted from the account, and interest earned, if applicable, together with other information pertaining to the activity in your account during the statement cycle.

3. **Electronic Account Statements.** UMB Online Banking service is a convenient method to obtain information about your account balances and transactions. If you have selected the "Receive electronic statements only" option in UMB Online Banking service, you agree that the electronic notice that we send to the e-mail address that you provide us which advises you of the availability of your statement will constitute your receipt of the statement itself, and we are not required to provide you with regular paper statements through the mail. You should promptly sign on to UMB Online Banking and review your statement when you receive the notice. You must review your statement information using UMB Online Banking at least once every thirty (30) calendar days. It is extremely important that you notify us immediately if your e-mail address at which you instructed us to send your statement notice changes so that you can continue to receive statement notices without interruption.

   You may revoke your consent to receive your statements only electronically by using the E-Statements Off instruction within UMB Online Banking service, or by telephoning our Customer Service Center at 800-699-8702 (or, within the Kansas City area, by telephoning (816) 860-5789) during regular Customer Service Center service hours. If you revoke your consent, you will begin receiving statements in paper form through the U.S. Mail beginning with the statement cycle following the cycle during which we received your instruction to once again send you paper statements. You can request paper copies of any statements that you had previously agreed to receive only electronically, but there may be a service fee associated with sending you those copies. See your **Schedule of Service Fees and Charges** for details.

   If you are a commercial customer and you obtain account information through an electronic service we provide, you will be deemed to have received your statement information when the information is available through that service, and the time period that you have to report any unauthorized account activity begins at that time.

4. **Check Imaging.** If you have a personal or fiduciary account, the Bank will convert all checks and other paper items paid from the account to an image format. An image of the item, or for some account types, only a description of the item, will be provided on your statement.

   The Bank will keep originals of your paid checks for a limited period of time, but images will be retained for as long as legally required. If an image of your check or other paper item (instead of the original) were made available, you agree that the Bank will not be liable for destruction of the original. You can obtain a copy of a check by requesting it and providing your account number, the check number, and the amount. Your obligation to review your statement and report any errors as described in the next paragraph is not affected by the fact that we provide an image or description of the check or other item on the statement rather than returning the original to you.

5. **Your Responsibility to Promptly Review Your Statements.** You are responsible for promptly examining your account statements and for reporting any irregularities to us. You must notify us in writing within thirty (30) calendar days of your receipt of a statement (or within thirty (30) calendar days of receiving a notice from us of the availability of your statement, if you are a consumer and have consented to receive your statements only in electronic format), if you believe the statement contains an error or that a forged or altered check or other unauthorized transaction was made from your account. (We have extended the time period to sixty (60) calendar days from your receipt of a statement for "preauthorized drafts" or "remotely created checks" as described in Part IV, Section C. 8. above, entitled "Authorizing Others to Create Checks or Drafts Drawn on your Account"), but for all other checks or drafts, the time period is thirty (30) calendar days from your receipt of a statement showing the item. Your notice must identify the particular items that you consider forged, altered or otherwise unauthorized.

   If you do not notify us in writing within the required time period, you are precluded from recovering any amount that you later claim was unauthorized with respect to an item reflected on that statement. If the same individual commits a series of forged or altered checks involving your account, you must notify us in writing within thirty (30) calendar days of your receipt of the first

statement containing a description of any such irregularity. Otherwise, your account statement will be deemed to be correct, and you will not be able to recover from the Bank payments that you later claim were unauthorized. Different rules apply to electronic funds transfers from personal accounts (see Part V, "Regulatory Disclosure", Section C entitled "Electronic Fund Transfer Act Disclosures"). If you receive your statements through the U.S. mail, you will be considered to have received your account statement within five (5) calendar days after its ending date. This is the case even if you have requested that we hold your statements.

6. **Legal Action.** You must bring any legal action against us to recover any amount alleged to have been improperly paid out of your account within one (1) year after the date the statement containing the allegedly improper payment was made available to you, or you will not be entitled to recover the payment from us.

J. Wire Transfers of Funds and ACH Transactions

1. **Governing Laws and Rules.** From time to time, your account may be debited or credited for a wire transfer of funds that you send or receive, or through an Automated Clearing House (ACH) debit or credit entry. An example of an ACH credit is a direct deposit of your payroll or a government benefit that is deposited directly to your account. An example of an ACH debit is a transaction in which you have given your insurance company or health club the right to automatically withdraw your monthly payment from your account. Sometimes, a merchant from whom you purchase goods or to whom you send a check in payment on your account with the merchant may convert your check to an ACH debit. These are only some examples of ACH debit transactions, and are not exclusive.

   If you have signed a separate agreement with us that allows you to originate ACH or wire transfers of funds transactions, the transactions will be subject to the terms of that agreement. If you have not signed such an agreement and you request a wire transfer of funds transaction at a branch in-person or over the telephone and we agree to undertake the funds transfer, the transfer is subject to the terms and conditions of our Funds Transfer and Payment Order (Wire) Authorization.

   Wire transfer transactions are also subject to the laws, regulations or rules then in effect governing the use of any system through which the funds may be transmitted including, but not limited to, Article 4A of the Uniform Commercial Code and Federal Reserve Board Regulation J with regard to Fedwire, and for international wire transfers, the rules of the Clearing House Interbank Payment Systems (CHIPS) and the Society for Worldwide Interbank Financial Telecommunications (SWIFT). If your account is held primarily for personal, family or household purposes and a portion of the funds transfer is governed by the Electronic Fund Transfer Act, that portion will be subject to the terms of the Bank's Electronic Fund Transfer Act Disclosures.

   Transactions through the Automated Clearing House (ACH) are governed by the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules then in effect.

2. **Notices.** The Bank will notify you in your account statement or in the information available to you through **Online Banking** or your commercial account information reporting service of the receipt of any ACH entry or wire transfer of funds, but we are not required to provide next-day notice or any other notice. If you believe the Bank has failed to properly credit a transfer of funds to your account, you must promptly notify the Bank of all of the relevant facts.

3. **Final Payment; Reversal of Erroneous Credit Entries.** Any credit we give to you resulting from an ACH credit entry or a wire transfer of funds is provisional until the Bank receives final payment. If the Bank does not receive final payment, you agree that the Bank may reverse the credit to your account or that you will otherwise reimburse the Bank if funds in your account are not sufficient. If the payment does not become final, the originator will not be deemed to have paid you the amount of the credit. If the Bank receives satisfactory documentation that an ACH or wire transfer of funds credit was made to your account in error or for an erroneous amount, or if the government claims that you were not entitled to Federal benefits deposited directly into your account, you agree that the Bank may debit any account you have with us for the amount so credited, and you agree to reimburse the Bank if funds in your account are not sufficient to repay the claim.

4. **Use of Account Numbers.** You agree that we and any other financial institution or system through which a payment is made by ACH or wire transfer of funds may make the payment solely by reference to the account number of the recipient or beneficiary that you provide to us. Neither the Bank nor any other person or system handling the transaction is required to determine if there is a discrepancy between the name and the account number shown on the funds transfer instructions.

5. **Compensation.** If you are entitled to compensation for delay or improper completion of an ACH or wire transfer of funds transaction as a result of our error, our liability will be limited to the payment of interest for a period not exceeding the lesser of sixty (60) calendar days or the period between the date of the error and the date of the correction. The rate of interest on such compensation will be the Federal Funds rate in effect at the Federal Reserve Bank of Kansas City for that period.

K. Record Research and Inquiries

At your request, we will provide you with information pertaining to your account(s) with us that is not set forth on your regular statement or is of an historical nature. We will provide the requested information, (if it is in our possession) as soon as it can reasonably be compiled by our regular employees. We will not be responsible, however, for providing you with information that is not within our possession and we will not be responsible for any delays in providing any information to you when such delays are caused by circumstances beyond our control. Requests for information are generally processed by us in the order in which they are received, but certain court-ordered documentation productions or certain requests for information by regulatory agencies may take priority. A service fee may be debited to your account for all information provided that requires research by us, and a service fee also may be charged for copies of documents.

All inquiries related to record research should be directed to the Customer Service Center at (800) 860-4UMB (4862) or to a Personal Banking Representative.

L. Setoff

Except to the extent prohibited by law, the Bank has the right to apply funds in any account that you maintain with us, whether the account is in your name alone or in your name and another or others, to the payment of any obligations, individual or joint, you have to the Bank now or at any time hereafter. If we exercise this right of setoff, we will notify you. This setoff provision does not apply to funds in any IRA or HSA account that you maintain with us or any of our affiliates.

Some government payments (such as Social Security, Supplemental Security Income, Veterans and other Federal or State benefits) may be protected from attachment, levy or other legal process under Federal or State law. If those protections would otherwise apply to funds that we set off against your accounts, to the extent that you may do so by contract, you waive those protections with regard to your obligations to us, whether the obligations result from maintaining an account with us (such as overdrafts, service fees and charges, etc.) or from another obligation, such as a loan or other credit obligation that you owe us. You agree that we may take or set off funds, including Federal and State benefit payments, from your account(s) to pay amounts that you owe us.

M. Legal Process

In the event we are served with a garnishment, levy or similar legal process issued by a court or governmental agency, the Bank may be required to place a hold on funds in your account or to pay funds in your account to a person or party as required by the legal process. In any such event, we will attempt to notify you, but we will have no liability if we fail to provide you with notice of such legal process or its requirements of us. Your account will be debited for a service fee for our handling the legal process.

The Bank also may be required by a court or governmental agency to provide information about the account(s) you maintain with us or about your banking relationship with us. A service fee covering research and photocopies will be charged to the person or party requesting such information.

N. Security Interest

By execution of our signature card, each owner of an account (except as otherwise provided in this paragraph) grants to the Bank a security interest in all property of the account owner in possession of or under the control of the Bank at the time of execution of the signature card or at any time thereafter, as security for payment of any and all obligations of the account owner, to the Bank that existed at the time the account owner first had an interest in the account or at any time thereafter. This security interest is not the same as a right of setoff, but is a separate right that creates a lien in favor of the Bank against property of the account owner including, but not limited to, time deposit accounts or any instrument held or processed by the Bank. This lien of the Bank is superior in right to the claims of other creditors. This security interest does not apply if (1) the account is an Individual Retirement Account, a Health Savings Account or other tax-deferred retirement account, or an Electronic Transfer Account (an "Electronic Transfer Account" is a transaction account established and maintained at the Bank into which account funds are transferred electronically by the Financial Management Service of the United States Department of the Treasury (usually in connection with its disbursement of wage, salary, retirement and benefit payments, etc.) and from which account the recipient account holder can only withdraw or transfer funds electronically.); or (2) the debt is created by a consumer credit transaction under a credit card plan; or (3) you are an account holder acting in a fiduciary capacity and the debt arises from transactions in which you acted in your personal capacity only; or (4) the security interest is otherwise prohibited by law.

O. Claims or Disputes Involving Your Account

Under the provisions of applicable State laws, notice to the Bank of an adverse claim to a deposit account is not sufficient to cause the Bank to restrict the account or otherwise refuse to pay items drawn on the account unless and until (1) the Bank is served with a restraining order, injunction, or other order issued by a court of proper jurisdiction in an action in which the adverse claimant and the person or persons entitled to the deposit account on the Bank's records are parties; or (2) the party making the claim supplies indemnity that is sufficient, in the sole opinion of the Bank, to protect the Bank from all liability or loss. If we receive an adverse claim to a deposit account and there is no applicable State statute regarding adverse claims to deposit accounts, we may, at our discretion, do any of the following: restrict the account and deny access to it by all parties; close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address; interplead the funds into court; or hold the funds in the account pending resolution of the claim to our satisfaction. You agree that we will not be responsible for damages for any such action that we take in good faith. If we interplead the funds into court because of an adverse claim or account dispute, we will be entitled to recover our attorneys' fees from you if we will have acted in good faith.

P. Transfer or Assignment

Your deposit account is for your use only and may not be transferred, pledged or assigned without the Bank's written consent. Checking accounts are not transferable or assignable. We reserve the right to not acknowledge or accept an attempted pledge or assignment of, or security interest in, any account.

Q. Change of Address

You agree to notify us promptly if the post office address to which your statements of account are currently being sent or, if you have consented to receive notices electronically, the e-mail address at which you wish to receive the notices, were changed for any reason, and to provide the new address to us. We may deliver notices to you on or with your statements. Any joint account owner or authorized signer may provide us with a valid change of address. We may require that such notification be in writing and be sent to the address of the Bank provided on your statements of account, or if the address change is electronic, within a secure service.

However, at our discretion, we also may accept notification from you received through other media including, but not limited to, telephone or facsimile. In addition, if we receive notification from the United States Postal Service of any change in the address to which we are sending your statements of account, we may, at our discretion, accept such notification to effect a change of address for the mailing of future statements. If one or more notices that we send to you in the U.S. Mail are returned to us, we may stop sending you notices until a new address is provided to us, and you agree that changes covered in notices that we have not been able to deliver to you are still effective and binding on you.

R. Closing Accounts

You have the right to close your checking or savings account at any time. If you decide to close an account, you should cease writing checks on the account immediately. You should deliver written instructions to the Bank regarding your intention to close your account. You may deliver these instructions to a Bank Officer or a Personal Banking Representative, or you may mail them to the address shown on your account statement. At the discretion of the Bank, your account may not be considered closed until such written instructions are received. For further details on how to close an account, you should contact a Personal Banking Representative.

The Bank also has the right to close your account subject to giving you reasonable advance notice. Ten (10) calendar days written notice mailed to your address of record will be considered reasonable. We are not required to give you advance notice if we decide to close your account because of improper or unsatisfactory account activity, or if you have not complied with the terms of this Agreement or any other agreement we have with you.

S. Events Beyond Our Control

The Bank is not responsible for any loss to you caused by an event that is beyond our control including, but not limited to, natural disasters, wars, insurrection, terrorist acts or threats, riots, strikes, computer failure, fire, loss of power, communication or transportation facilities, action or inaction of any governmental authority, or for delays or other failures of the U.S. Mail service, Fedwire, or the failure of any other provider of funds transfer or item processing services.

T. Indemnification; Limitation of Liability

Unless prohibited by law, you will reimburse us for any losses, liabilities, and expenses (including attorneys' reasonable fees) that we may incur in connection with your account, except to the extent that our negligence or misconduct caused the losses. We are not liable for special, indirect, or consequential damages, even if we have been advised of the possibility of such damages. If we have an agreement with you for wire transfer of funds, ACH or other Treasury Management Services, the limitation of liability and indemnification provisions of those other agreements, and not this paragraph, will be controlling with respect to those banking services.

U. Internal Revenue Service Reporting and Withholding

In the event you do not provide the Bank with your taxpayer identification number as required by Internal Revenue Service Form W-9, you will be subject to the backup withholding requirements of the Internal Revenue Code. Additionally, there are other reasons described in the Internal Revenue Code for which you may be subject to backup withholding. If you are subject to backup withholding, we will deduct the required amount from interest paid on any account(s) that you maintain with the Bank and report this to you and to the Internal Revenue Service. In any event, we will report to you and to the Internal Revenue Service the amount of interest earned during each calendar year on any interest bearing account that you maintain with us.

For answers to questions pertaining to income tax matters, you should contact the Internal Revenue Service or consult your personal tax advisor.

V. Dormant and Inactive Accounts and Escheat Laws

An account is deemed to be dormant if one (1) account statement is returned to us by the U.S. Postal Service because it could not deliver the account statement to your address on record with us or forward the account statement to a forwarding address, and we are unable to determine a more current address, unless State law prescribes a different definition of a "dormant" account. If so, the State law definition will apply. Dormant accounts may be assessed a dormant account charge, and may remain subject to service fees and charges.

Inactive accounts are those in which no activity generated by you occurs for a period of time: six (6) months on an Electronic Transfer Account, one (1) year on checking accounts, and three (3) years on savings accounts, unless State law prescribes a longer period. If so, the State law definition will apply. An inactive account may remain in such status indefinitely, and may be assessed an inactive account charge, but may remain subject to service fees and charges.

In the event you do not have any activity on your account and do not contact us about your account for a long period of time, or you die without leaving a will and have no surviving heirs or other legal representatives and the funds are not legally claimed, State law may require that all funds on deposit in your accounts with us be turned over (escheat) to the applicable State abandoned property authority. Funds in dormant or inactive accounts also may be subject to such laws of escheat and be required to be turned over to the appropriate State authority under certain circumstances.

W. Recording

You agree that we may record any telephone conversation with you regarding your account. Our supervisory personnel may randomly monitor customer service telephone conversations so that you receive courteous and efficient service. When you telephone us, you agree that your call may be monitored or recorded without further notice to you. For certain services, such as telephone calls to our wire transfers room or to conduct securities transactions, conversations are typically recorded for your and our protection.

X. Waiver.

We may waive any of our rights or your obligations under this Agreement in a particular situation. We are not obligated to do so, and we may choose not to do so even if we have done so before.

Y. Notices

All notices and statements concerning your account are effective when we mail or deliver them to the address we have for you in our central account records. This may include an e-mail address if you have consented to receive notices from us in that manner. We may deliver notices to any one of the account owners or authorized signers if so requested, and notice to any one of them will be effective for all.

If you are a consumer and have selected the "Receive electronic statements only" option in **UMB Online Banking** service, you also consent to receive other notices from us in that manner. Those notices may include changes to our **Schedule of Service Fees and Charges**, changes to this Agreement, your annual Privacy Notice, and similar notices. You may revoke your consent to receive your statements only electronically by using the E-Statements Off instruction within **UMB Online Banking** service, or by telephoning our Customer Service Center at 800-699-8702 (or, within the Kansas City area, by telephoning (816) 860-5789) during regular Customer Service Center service hours.

If you are a commercial customer, the terms of our UMB Treasury Management Services Master Agreement or the terms and conditions governing the electronic information service that you use governs the giving and receipt of electronic notices through those services.

V. Regulatory Disclosures

This section of the booklet includes information that you may find helpful regarding your account, and certain disclosures required by government regulation. Information in this section is not part of our Agreement regarding your accounts.

A. Your Ability to Withdraw Funds

This policy applies solely to transaction accounts.

Our policy, generally, is to make funds from your deposits available to you on the banking day on which we receive your deposit. (There may be some exceptions, however. *See* "Deposits at Automated Teller Machines", "Longer Delays May Apply" and "Special Rules for New Accounts" sections below.) We will use the funds you deposit to pay checks and drafts you have written that clear on your account on the day of your deposit.

For determining the availability of your deposits, every day is a banking day except Saturdays, Sundays and Federal holidays. The close of business on a banking day varies, but will be no earlier than 2:00 p.m. If you make a deposit before the close of business on a banking day, 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 is not a banking day, we will consider that the deposit was made on the next succeeding banking day. For your convenience, you may want to ask us what the actual close of business is for the office(s) where you make your deposits.

1. **Deposits at Automated Teller Machines.** If you deposit a check at an Automated Teller Machine (ATM), the first $500 of the Dollar amount of the check will be available to you immediately. If you deposit cash at an ATM, the total Dollar amount of the cash deposit will be available immediately.

   A check that you deposit at an ATM in an amount not to exceed $5,000 will be available to you on the first banking day after the day of your deposit of the check at the ATM. The amount of a check in excess of $5,000 will be available to you no later than the second banking day after the day of your deposit of the check at the ATM. Additional delays may apply (See "Longer Delays May Apply" below).

   The Bank only accepts deposits through ATMs that are identified as UMB Bank ATMs or ATMs physically located at a UMB Bank.

2. **Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit by check available to you on the banking day of your deposit. Depending on the type of check that you deposit, funds may not be available until up to the second banking day after the day of your deposit. However, the first $200 of your deposit will be available on the banking day of your deposit. Under the following circumstances, funds you deposit by check may be delayed up to five (5) banking days in addition to the maximum two-day delay previously explained.

   - We believe a check you deposit will not be paid. (The first $200 will *not* be made available immediately.)
   - You deposit checks totaling more than $5,000 on any one day. (The first $200 will be made available immediately.)
   - You redeposit a check that has been returned unpaid. (The first $200 of your deposit will *not* be made available immediately.)
   - You have overdrawn your account repeatedly in the last six (6) months. (The first $200 of your deposit will not be made available immediately.)
   - There is an emergency, such as failure of communications or computer equipment. (The first $200 of your deposit will *not* be made available immediately.)

   We will tell you at the time you make a deposit if we are not going to make all of the funds from your deposit available the day of 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 (for example, if you mail your deposit or you make your deposit through an ATM), or if we decide to take this action after you have left the premises, we will mail you the notice by the business day following the day we receive your deposit. You should ask us when the funds will be available if you will need the funds from a deposit right away.

3. **Holds on Other Funds (Check Cashing).** If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. The funds already in your account would then not be available for withdrawal or to clear checks you have written on your account until the time periods that are described elsewhere in this disclosure for the type of check that we cashed for you. (See "Longer Delays May Apply" above.)

4. **Holds on Other Funds (Other Account).** 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 ability to withdraw a corresponding amount of funds that you have on deposit in another account (such as a savings account) with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

5. **Special Rules for New Accounts.** If you are a new customer, the following special rules will apply during the first thirty (30) calendar days your account is open:

   - Funds from wire transfers into your account will be available on the first banking day after the day we receive the funds.
   - Funds from deposits of cash will be available on the first banking day after the day we receive the deposit.
   - The first $5,000 from a deposit of U.S. Treasury checks will be available on the first banking day after the day of your deposit if the checks are payable to you. The excess over $5,000 will be available on or before the seventh banking day after the day of your deposit.
   - Funds from deposits of the first $5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and State and local government checks will be available on the first banking day after the day of your deposit if the checks are payable to you. The excess over $5,000 will be available on or before the seventh banking day after the day of your deposit. If you do not make the deposit in person to one of our employees (for example, if you mail your deposit or you make your deposit through an ATM), the first $5,000 will not be available until the second banking day after the day of your deposit.

B. Substitute Checks and Your Rights

This Section B disclosure applies only to personal accounts held by consumers. This information, presented in question and answer format, contains helpful information that explains some of your rights under a Federal law commonly referred to as Check 21.

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

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

2. **What are my rights regarding substitute checks?**
   In certain cases, Federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and charges that were assessed as a result of the withdrawal (such as insufficient funds charges).

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

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

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

3. **How do I make a claim for a refund?**
   If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at UMB Bank N. A., Post Office Box 419226, Attn: Mail Stop-1170204, Kansas City, MO 64141-6226, or telephone us toll-free at (866) 204-3912. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

   Your claim must include –

   a. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);

   b. An estimate of the amount of your loss;

   c. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and

   d. A copy of the substitute check and the following information to help us identify the substitute check: the check number, the name of the payee to whom you wrote the original check, and the amount of the check.

C. Electronic Fund Transfer Act Disclosures:

This disclosure applies solely to consumer accounts established primarily for personal, family, or household purposes.

Please direct all inquiries to our main office:
1010 Grand Boulevard
Kansas City, Missouri 64106
Telephone: 816-472-0330
Out of area, call toll-free: 877-860-8621
Banking Days: Monday through Friday, except Federal holidays.

1. Electronic Funds Transfer
Electronic funds transfers can be made to or from the deposit account(s) that you maintain with the Bank by: (1) preauthorized transfers, (2) electronic check conversions, (3) telephone transfers through **UMB Direct Banking**, (4) on-line transfers or bill payment through use of **UMB Online Banking**, (5) transactions that you initiate via the Internet or by telephone, (6) UMB ATM Network transactions initiated at a UMB or selected other network automated teller machine (ATM) through the use of a UMB ATM card, UMB Visa Debit Card, or UMB VISA card (each a "**Card**") and (7) UMB ATM Network transactions initiated at selected network Point of Sale (POS) terminals through use of your Card. The important information and disclosures below apply to such electronic funds transfers, the accounts on which they are made, and to your Card.

2. Important Information and Disclosures

A. Preauthorized Transfers
You may authorize payments of specific amounts to be made from your account directly by this Bank to third parties on a continuing periodic basis. To arrange for this service, you should contact the person or company you will be paying. Any preauthorized transfers will be subject to sufficient collected funds being available in the designated account. A preauthorized transfer will continue to be made from the account in the same amount and frequency as initially established until you terminate the preauthorized transfer instructions with the person or company whom you have been paying.

(i) Notice of Varying Amounts: If regular preauthorized payments may vary in amount, the person or company you are going to pay should tell you ten (10) calendar days before each payment will be made how much the payment will be.

(ii) Stopping Payment of Preauthorized Transfers: If you have instructed us to make regular payments from your account, you may stop any of these payments by writing or calling us at the address and telephone number listed at the beginning of this disclosure in time for us to receive your request three (3) banking days or more before the payment is scheduled to be made. If you call, we may also require that you put your instruction to stop any payment in writing so that we will receive it within fourteen (14) calendar days after your call. If you instruct us to stop one of these payments three (3) banking days or more before the transfer is scheduled and we do not do so, we will be liable for your loss or damages. A Stop Payment Order will stop payment only on the designated periodic payment. When you deliver a Stop Payment Order to us for a debit drawn pursuant to a preauthorized payment, the Stop Payment Order will remain in effect until the earlier of (1) withdrawal of the Stop Payment Order by you; or (2) the return of the debit entry or, when the Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific Originator, the return of all such debit entries.

(iii) Direct Deposits: If you have arranged to have direct deposits made to your account at least once every sixty (60) calendar days from the same person or company, you can telephone us at the number shown above to learn whether the direct deposit transaction has occurred.

B. Electronic Check Conversions

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:

(i) Pay for purchases.
(ii) Pay bills.

You may make a purchase or pay a bill using a check that is converted by the payee or its agent into an electronic funds transfer. An electronic re-presentment of a returned check is not considered to be an electronic check conversion.

C. Internet and Telephone Transactions

You may authorize a third party to initiate an individual payment in a specific amount from your checking account by providing your account information and authorization to such third party via the Internet or by telephone. Any such payment authorized by you will be subject to sufficient collected funds being available in your designated account.

D. UMB Direct Banking Transactions

You may request that the Bank validate a personal identification number (PIN or CODE), which you have selected, to access the checking and savings accounts you have with us and to initiate telephonic electronic fund transfer transactions to and from such eligible accounts through **UMB Direct Banking**. You may obtain a variety of information on your account(s) and initiate transfers to and from your eligible account(s) as described below, through the use of a properly validated PIN/CODE.

Types of Transactions: You can perform the following transactions through **UMB Direct Banking**.

- Check the current balance in any of the checking or savings accounts you have with us.
- Transfer funds to and from any of the eligible checking or savings accounts you have with us.
- Find out if a check has processed.
- Inquire about the last (5) five checks that have processed.
- Inquire about the last (5) five withdrawals made from any of the checking accounts you have with us.
- Inquire about the last (3) three deposits made to any of the checking accounts you have with us.
- Check on interest paid.

UMB Direct Banking is available 24 hours per day, except during regular maintenance periods. The regular maintenance periods will usually occur sometime between 12:00 a.m. (midnight) and 6:00 a.m. All transactions received after 9:00 p.m. Central Time will be on the next banking day.

You can perform transfers of funds up to $5,000 per day to or from each eligible account if your account balances are sufficient to cover the transfers.

E. UMB Online Banking Transactions (See UMB's Online Banking Agreement)

F. UMB ATM Network Transactions

You may request that the Bank issue and validate a card which you can use to access the checking and savings (optional) accounts you have with us and to initiate electronic fund transfers ("UMB ATM Network transactions") to and from such accounts at our UMB automated teller machines (ATMs), at other regional UMB ATMs and at other selected network ATMs and POS terminals. Depending upon your specific request, the card to be issued and validated for you is in one of two formats:

- If you already have (or have requested but not yet received) a UMB VISA card issued by UMB Bank, n.a. and have requested that we also issue and validate that card so that you may use it to engage in UMB ATM Network transactions, then upon our issuance and validation: (a) the Important Information and Disclosures and the terms and conditions of the UMB ATM Network Agreement below will be applicable to the card and to UMB ATM Network transactions engaged in through the use of the card, and (b) all references to "Card" in the Important Information and Disclosures and the UMB ATM Network Agreement will refer to that UMB VISA card.
- If you have requested a separate UMB ATM card or UMB Visa Debit Card, then: (a) the Card will be issued and validated, (b) the Important Information and Disclosures and the terms and conditions of the UMB ATM Network Agreement set forth below are applicable to that card and to UMB ATM Network transactions engaged in through the use of that card, and (c) all references to "Card" in the Important Information and Disclosures and the UMB ATM Network Agreement will refer to the UMB ATM card or UMB Visa Debit Card.

A broad range of electronic fund transfers ("UMB ATM Network transactions") described below can be initiated to or from any of your accounts at ATMs and POS terminals through the use of a Card properly issued and validated pursuant to a request by you. UMB ATM Network transactions are governed by the provisions of the UMB Network Agreement below.

Types of Transactions: You can perform a variety of UMB ATM Network transactions any time, day or night, at ATMs and POS terminals. You can utilize most UMB Bank Network ATMs for the following UMB ATM Network transactions:

- Withdraw cash from up to four (4) checking and up to four (4) savings accounts;
- Deposit money to up to four (4) checking and up to four (4) savings accounts, if the account(s) are maintained at UMB Bank;
- Transfer money from any of four (4) checking and any of four (4) savings accounts to any of the other checking or savings accounts you may have with us;
- Transfer money from your checking account(s) to pay your installment loan accounts or your UMB Bank VISA account. Any payment is a credit transaction and is subject to your installment loan agreement or your VISA card agreement;
- Inquire as to the balance of your checking or savings accounts;
- Print a mini-statement for your checking or savings account(s); or
- Purchase postage stamps.

1. You can utilize any other UMB ATM or the ATMs of other selected networks for these UMB ATM Network transactions:
   - Withdraw cash from your checking account;
   - Transfer money from savings to checking and from checking to savings; and
   - Inquire as to the balance of your checking or savings accounts.

   (Almost all UMB ATMs will let you access all four (4) checking or all four (4) savings accounts. However, outside the UMB ATM Network, you can access only your primary checking and primary savings accounts.)
2. You can utilize selected network POS terminals for debit access to your primary checking account.
3. You can perform transactions up to an aggregate of $500 each day of cash withdrawals from ATMs (all withdrawals combined) if your account balances are sufficient to cover the withdrawals. For security reasons, there may be other limits on the amount or number of withdrawals you can make at ATMs or debit transactions you can perform at POS terminals.
4. You may also perform the following transactions with your Card at any UMB Bank ATM:
   - Transfer payments from your UMB deposit account to your UMB Bank Visa debit card. Any payment is a credit transaction and is subject to the terms and agreements of your VISA Card Agreement.
5. In addition, you may be able to perform the following credit transactions on your UMB Bank VISA account at UMB ATM Network or other selected network ATMs:
   - Obtain a cash advance from your VISA account by withdrawing it in cash or by transferring it to your deposit account. The cash advance is a credit transaction and is subject to the terms and conditions of your VISA Card Agreement governing cash advances. Any transfer of the cash advance to your deposit account, however, is a UMB ATM Network transaction; and the UMB ATM Network Transaction Agreement and the Important Information and Disclosures in Sections F, G and H are applicable.

G. Your Liability:

Your deposit accounts are protected from unauthorized UMB ATM Network transactions because you are the only one who should know your Personal Identification Number (PIN/CODE). Your Card cannot be used at an ATM or POS terminal without your PIN/CODE.

If your Card is lost or stolen, or your Card and PIN/CODE are used without your authorization, you should know the steps you must take to safeguard your deposit account and minimize your liability.

Tell us AT ONCE if you believe your Card and/or PIN/CODE has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of reducing your possible losses. You could lose all the money in your deposit account plus the amount of overdraft protection available to you. (In the case of **TotalCheck Overdraft Protection**, the maximum amount would be the line of credit available to you. In the case of **Credit Card Overdraft Protection**, the maximum amount would be the line of credit available to you. In the case of overdraft protection via **Account-to-Account** transfer from another deposit account that you maintain with us, the maximum amount would be the balance in that account.) If you tell us within two (2) banking days, you can lose no more than $50 if someone used your Card or PIN/CODE without your permission.

If you DO NOT tell us within two (2) banking days (four (4) banking days if a Kansas resident) after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card or PIN/CODE without your permission if you had told us, you could lose as much as $500 ($300 if Kansas resident, or $50 if you are a Colorado resident and your account is a personal (consumer) account, i.e. it is held primarily for personal, family or household purposes). If your account is a personal (consumer) account and you are a resident of Colorado and the unauthorized use occurs through no fault of your own, you will have no liability for the unauthorized use.

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 sixty (60) calendar days after the statement was mailed or made available to you, you may not get back any money you lost after the sixty (60) calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time. If extenuating circumstances prevented you from telling us, we will extend the time periods.

The liability limits described above are the limits of your liability under Federal or other applicable law and regulations. However, when you use a Card or Card number to make an electronic funds transfer you will have no liability for unauthorized transactions unless we invoke one of the following exceptions. You must have reported the loss or theft of your Card to us in a reasonably prompt manner, and you must not have been grossly negligent or acted fraudulently in handling your Card or Card account. If we reasonably determine, based on substantial evidence, that you were grossly negligent in the handling of your Card or Card account (such as by filing an excessively late claim), or acted fraudulently in the handling of your Card or Card account, you may be liable for those transactions that occurred prior to your notification as provided under Federal or other applicable laws and regulations.

If you believe your Card and/or PIN/CODE have been lost or stolen or that someone has transferred or may transfer money from your account, telephone us at the numbers listed below or write us at the address shown at the beginning of this disclosure.

- UMB ATM card at (800) 604-6783;
- UMB Visa Debit Card/UMB VISA card at (800) 604-6783 and (816) 843-2430 or, if no answer, call (800) 821-5184.

You should also telephone us or write us at the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

H. Additional Disclosures

1. **Fees and Charges:** Your account may be charged for each UMB ATM Network transaction or preauthorized transfer, depending on the type of checking or savings account you have. The amount of service fees or charges which may be applicable to certain accounts is set forth in the **Schedule of Service Fees and Charges**. The amount of each type of service fee or charge is subject to change by the Bank. When you use an ATM not owned by us, you may be charged a service fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a transfer.

2. **Documentation of Transactions:** You can obtain a receipt for each transfer to or from your deposit account that was made at an ATM and POS terminal, except that certain terminals may not provide receipts for small transactions (usually $15 and under). You will also receive a monthly account statement that will include a record of any electronic fund transfers that affect that particular account. (If you have a savings account that may be affected by electronic fund transfers, even if no electronic fund transfers occurred, you will receive a statement of your savings account at least once every three (3) months.)

   If you have arranged to have direct deposits made to your account at least once every sixty (60) calendar days from the same person or company, you can telephone us at the number shown at the beginning of this disclosure to learn whether the direct deposit transaction has occurred.

3. **Our Liability:** 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 up to the amount of the transfer. However, there are some exceptions. We will not be liable, for example:

   - If, through no fault of ours, you do not have enough money in your account to make the transfer;
   - If the transfer would exceed the credit limit on your overdraft line of credit;
   - If the ATM where you are making the transfer does not have enough cash;
   - If the ATM was not working properly and you knew about the breakdown when you commenced the transaction;
   - If circumstances beyond our control (such as fire or flood, etc.) prevent the transfer, despite reasonable precautions we have taken; or
   - If there are other exceptions as stated in our agreements with you.

   We will maintain procedures reasonably adapted to avoid errors. However, if we fail to complete a transfer to or from your checking or savings account on time or in the correct amount according to our agreement with you because of an unintentional, *bona fide* error, we will be liable only for actual damages proved.

4. **Disclosures of Information to Third Parties:** We will disclose information to third parties about your account or the transfers you make: (1) where it is necessary for completing the transfers, (2) in order to verify the existence or condition of your account for a third party such as a credit bureau or a merchant, (3) in order to comply with government agencies or court orders, or (4) if you have given us written permission. *See* also the Bank's Privacy Statement for Individuals.

5. **In Case of Errors or Questions About Your Transactions or Pre-authorized Transfers:** Telephone or write us at the address and telephone number shown at the beginning of this disclosure 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 sixty (60) calendar days after we send you the FIRST statement on which the problem or error appeared.

   a. Tell us your name and account number.

   b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

   c. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or questions in writing within ten (10) banking days. We will determine whether an error occurred within ten (10) banking days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) banking days for the amount you think is in error so that you will have 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 ten (10) banking days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new accounts, we may take up to twenty (20) banking days to credit your account for the amount you think is in error.

We will tell you the results within three (3) banking days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation. If there was no error, any temporary credit that may have been made to your account will be reversed.

I. UMB ATM Network Agreement

By your having requested a Card which can be used to access and make UMB ATM Network transactions to and from one or more specified deposit accounts or through your signing or using a Card to make UMB ATM Network transactions, or consenting to such use, you ("You" refers to each individual whose name appears on the Card; if no name appears on the Card, "You" refers to each individual who requested the issuance and validation of the Card) will be deemed to have agreed to and accepted all of the provisions and agreements below:

- You will make every reasonable effort to safeguard your Card and the personal identification number ("PIN/CODE") issued to you.
- All UMB ATM Network transactions and other transactions entered into through the use of your Card are subject to and governed by this agreement and any other agreements governing your deposit account to which the transactions were made. This agreement also governs the use of your Card by You and all individuals You have authorized to use your Card.
- You agree to pay a transaction fee, if applicable to your account, in accordance with Section H 1 above, for each use of your Card to initiate an UMB ATM Network transaction or to access your account through an ATM. You authorize us to deduct the transaction fees from the balance of the applicable account on a monthly basis.
- Transaction fees apply only to your use of your Card to access your deposit account. No transaction fee will be charged to access any VISA account you may have with us.
- The Card is the property of the Bank. You must surrender the Card tp us upon our request.
- We reserve the right to terminate at any time the UMB ATM Network transaction services made available to you.
- If you return your Card or services are terminated, you will remain responsible for Card and UMB ATM Network transactions that occurred prior to the return of your Card or termination of service.
- You agree to verify the existence of your deposit account and general information about the condition of your account for a merchant or other financial institution:
  - in response to an inquiry about whether a check you have written on an account will clear;
  - to local, State and Federal authorities if we believe a crime may have been committed involving your account; and
  - to our independent auditors, consultants or attorneys and agencies that regulate us.

PRIVACY STATEMENT FOR INDIVIDUALS

FACTS — WHAT DOES UMB FINANCIAL CORPORATION AND ITS SUBSIDIARIES ("UMB") DO WITH YOUR PERSONAL INFORMATION?

Why?

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

What?

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

- Social Security number and income
- Account balances and payment history
- Credit history and transaction history

How?

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

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

To limit our sharing

- Call toll-free **800.441.9535** (or if in Kansas City, call **816.860.5780**)—our service center will help you with your choice(s).

Please Note:
If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call toll-free **800.441.9535** (or if in Kansas City, call **816.860.5780**)

Who we are	
Who is providing this notice?	Companies within UMB Financial Corporation that have adopted this Privacy Statement are: UMB Bank, N.A.; UMB Financial Services, Inc.; UMB Insurance, Inc.; and UMBCDC, Inc.

What we do	
How does UMB protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does UMB collect my personal information?	We collect your personal information, for example, when you: ■ Open an account or apply for a loan ■ Use your credit or debit card or make deposits or withdrawals from your account ■ Tell us about your investment or retirement portfolio We also collect your personal information from others, such as credit bureaus, UMB affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: ■ Sharing for UMB affiliates' everyday business purposes—information about your creditworthiness ■ UMB affiliates from using your information to market to you ■ Sharing for unaffiliated entities to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under State law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply individually—unless you tell us otherwise.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ *Our affiliates include companies with a UMB name and financial companies such as Scout Investments, Inc. and Prairie Capital Management, LLC.*
Unaffiliated entities	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ *UMB does not share with unaffiliated entities so they can market to you.*
Joint Marketing	A formal agreement between unaffiliated financial companies that together market financial products or services to you. ■ *Our joint marketing partners include financial services companies.*

Other Important Information
You may have other privacy protections under applicable State laws. To the extent State laws apply, we will comply with them when we share information about you. *For California residents:* We will not share information we collect about you with unaffiliated entities except as permitted by California law including, for example, to process your transactions or to maintain your account. *For Vermont residents:* We will not share information we collect about you with unaffiliated entities except as permitted by Vermont law including, for example, to process your transactions or to maintain your account.