

Deposit Account Agreement

How to Contact Us
Welcome to UMB Bank, n.a.
Account Terms and Conditions
Regulatory Disclosures
Privacy Notice

Effective June 16, 2022



How to Contact Us

Consumer Banking: Automated Telephone Banking and Service Center (including Retail, Private Banking, or Fiduciary)	1.800.860.4862
Commercial Banking	1.866.204.3913
Business Banking	1.800.342.9129
Small Business Banking	1.855.862.2260
Digital Banking	1.800.699.8702
Debit Cards	1.800.842.8950 Outside the U.S.: 816.200.2917
Website	www.UMB.com
Written Correspondence	UMB Bank, n.a. P.O. Box 419226 Kansas City, MO 64141-6226
Fraud Reporting on Your Accounts	1.800.860.4862 If you believe your debit or ATM card and/or PIN have been lost or stolen or that someone has transferred or may transfer money from your account, please call 1.800.821.5184 or write us at: 1010 Grand Blvd. Kansas City, MO 64106

In case of errors or questions about your electronic funds transfers (EFTs), call 1.800.860.4862

Welcome to UMB Bank.

We appreciate you choosing UMB Bank, n.a. (“UMB”) to serve your banking and deposit account needs.

This booklet contains important information concerning your deposit account relationship with UMB. For clarity, we want you to be aware that UMB offers other types of deposit accounts and those accounts are governed by their own, separate agreements; for example, health savings accounts opened at UMB are governed by their own HSA Deposit Account Terms and Conditions, and accounts opened via third-party mobile apps and websites (such as fintech accounts) are governed by their own separate customer agreements and disclosures.

This booklet contains your Deposit Account Agreement, or contract with us for each deposit account that you open and maintain with UMB along with required regulatory disclosures, and our Privacy Notice.¹

This booklet applies to all transactions involving your deposit account that occur on or after the effective date included on the front cover (the “Effective Date”) unless otherwise stated in this booklet (e.g. the Arbitration and Waiver of Class Action section).

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.

1. Earlier versions of UMB's Deposit Account Agreement were titled *Important Information Regarding Your Deposit Accounts*. The terms “Deposit Account Agreement” or “Important Information Regarding Your Deposit Accounts” as used in any other documents or the Supplemental Disclosures refer to this booklet.

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ACCOUNT TERMS AND CONDITIONS

I. Introduction; General Provisions

This Deposit Account Agreement (this “**Agreement**” or the “**Deposit Account Agreement**”) governs your deposit account relationship with UMB Bank, n.a. (“**UMB**”). This Agreement contains the terms and conditions that apply to all deposit accounts (“**accounts**”) at the Bank with the exception of certain accounts that have their own, separate account agreements; for example, health savings accounts opened at UMB are governed by their own HSA Deposit Account Terms and Conditions, and accounts opened via third-party mobile apps and websites (such as fintech accounts) are governed by their own separate customer agreements and disclosures. References to “**deposit accounts**” include all checking and other transaction accounts, savings accounts including money market savings accounts, and time deposit (sometimes called “certificates of deposit”) accounts. UMB is referred to in this Agreement 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.

In addition to this Agreement, there are other documents and agreements that together with this Agreement form the binding contract between you and us regarding your deposit account and its related services. These other documents and agreements include, but are not limited to, any signature card or other bank records for your deposit account, any special service agreements, and the following disclosures (the “**Supplemental Disclosures**”):

If your account is a **Consumer Banking** deposit account (including Retail, Private Banking, or fiduciary), the Supplemental Disclosures include:

- for interest-bearing accounts, the applicable Schedule of Rates;
- the applicable Schedule of Service Fees and Charges, which explains our fees and provides additional information; and
- any additional disclosures or forms we give you about your account and related services, either when you establish your account or when we change the terms of your account, including any Account Overviews and Disclosures (which may be found in your *Banking Solutions Guide*) and agreements for online banking services.

If your account is a **Commercial Banking** deposit account (including Commercial, Business Banking, Small Business, or Institutional), the Supplemental Disclosures include:

- for interest-bearing accounts, the applicable Schedule of Rates;
- the applicable Schedule of Service Fees and Charges, which explains our fees and provides additional information about our small business and commercial deposit accounts and services; and
- any additional disclosures or special service and fee agreements we give you, either when you establish your account or when we update the terms of your account, including any Product Fact Sheet and agreements for Treasury Management Services and online banking services.

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 terms of this Agreement and by the Supplemental Disclosures that apply to your account, as they are amended from time to time. You also 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 without giving you prior notice.

NOTE: THIS DEPOSIT ACCOUNT AGREEMENT REQUIRES DISPUTES TO BE RESOLVED IN INDIVIDUAL ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE AND WAIVER OF CLASS ACTION APPEAR ON PAGES 8 AND 9 OF THIS AGREEMENT.

A. Definitions

Below are definitions of some important terms and words used in this Agreement:

“**Automated Telephone Banking**” means our automated customer telephone system which may be used to obtain account information and transaction history, transfer funds between your accounts with us or pay qualifying UMB loans or credit cards.

“**Available balance**” means the funds in your account that are available for withdrawal at a particular moment in time. Funds in your account that are subject to a deposit hold, dispute, or legal process are not available for withdrawal. Pending transactions are reflected in your available balance. Your available balance may not reflect items that you have issued, initiated, or authorized but have not yet been presented to us for payment from your account. You can obtain your available balance from a banker at a branch or by contacting our Service Center, find it on receipts you receive at a UMB ATM, or it can be viewed in Online Banking.

“**Business day**” means any day other than a Saturday, Sunday or holidays observed by banks. An item received after the Bank’s cutoff hour, or after the close of the business day, is considered as having been received on the next business day for all purposes. (More information about our cut-off time is found in our Funds Availability Policy.)

“Collected balance” means the balance of all deposits in your account for which we have received credit for the deposited funds, determined by the availability schedule of our Federal Reserve Bank for checks and similar items and other factors. The “collected balance” is subject to adjustment at a later time if the credit we received is revoked, such as when a check is returned, charged back to us, or disputed.

“Costs” means all losses, liabilities, damages, judgments, awards, fines or penalties (e.g., those imposed by any Federal Reserve Bank, clearing house, or funds transfer system), fees, charges and other expenses, including reasonable attorneys’ fees and the costs and expenses of collection, investigation, litigation, arbitration or other dispute resolution or administrative proceedings.

“Current balance” means your available balance plus funds subject to a deposit hold, dispute, or legal process. Your current balance may not reflect pending transactions or items that you have issued, initiated, or authorized but have not yet been presented to us for payment from your account. You can obtain your current balance from a banker at a branch or by contacting our Service Center or it can be viewed in Online Banking. Unless labeled otherwise, the term “balance” when used in this Agreement and on your account statements refers to current balance.

“Debit card” means any debit card, ATM card or check card that we issue to you in connection with your account. This term does not include any prepaid debit card.

“Item” means an order, instruction, or authorization to withdraw or pay funds from an account. Examples include a teller withdrawal, check, draft or electronic transaction, including an online banking transaction, wire transfer, Automated Clearing House (“**ACH**”) transaction, an Automated Teller Machine (“**ATM**”) withdrawal and a Point-of-Sale (“**POS**”) debit card transaction. This term also includes a purported order, instruction, or authorization to withdraw or pay funds from an account, unless otherwise prohibited by applicable law.

“Online Banking” means umb.com or any UMB online or mobile application you enroll in or use to view your account information or complete transactions on your account. You must agree to the applicable Supplemental Disclosures before using these services.

“Overdraft” means any item that caused your account to be overdrawn.

“Overdrawn” means a negative current balance in your account.

“Pending transaction” means any item that we have authorized for payment or accepted for deposit, but which has not yet posted to your account. Pending transactions include debit card authorizations, UMB online bill payments, cash withdrawals, some types of deposits, and electronic transfers of funds. Pending transactions also include returned deposited items that have not yet posted to your account. You may obtain information about your pending transactions from Online Banking or Automated Telephone Banking.

“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.

“Statement cycle” means the period covered by your statement, whether monthly, quarterly, or some other period.

“Withdrawal” means any customer-initiated debit from an account, including a transfer of funds. Examples include a teller withdrawal, an ACH transaction, an ATM withdrawal or a purchase using a debit card.

B. Changes in Terms

We may change the terms of this Agreement or the Supplemental Disclosures at any time and all such changes will automatically become a part of this Agreement. We will generally give you prior notice of a change in terms and the date it will take effect. However, we may not give you prior notice of a change in terms we make for security reasons or that is not adverse to you (such a change in terms will take effect immediately). You will be bound by a change in terms unless you close your account before it takes effect. Any other changes to the terms of this Agreement must be in writing and signed by or initiated by the Bank. We may include notices on or with 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. Unless otherwise agreed, the changes will become effective immediately upon our sending notice to you at your mailing or e-mail address on record with the Bank or on the date specified in the notice.

C. Changes in Interest Rates

We may change the interest rate on your variable rate accounts at any time without giving you prior notice, as further described in the Supplemental Disclosures. However, we will not change the interest rate on a time deposit account before its maturity, unless our Time Deposit Account Overview and Disclosure and supplemental account opening information permit us to do so. For more information regarding the current interest rate on your accounts, visit any UMB branch, telephone a Retail Branch Associate or contact the Service Center.

D. Additional Banking Services

This Agreement does not state all of the terms and conditions that apply to any special services we may offer, such as online banking, wire transfers or Treasury Management Services. The terms and conditions and disclosures related to these other products and services supplement this Agreement and will take precedence over this Agreement when in direct conflict.

E. Our Relationship with You

This Agreement and our depository banking relationship with you is contractual in nature and does not create a fiduciary, quasi-fiduciary or other special relationship between you and us.

F. Our Duty of Care

We owe you only a duty of good faith and ordinary care. Our internal policies and procedures are solely for our internal purposes, are proprietary, and are not available for customer review. They do not impose a higher duty of care on us than would otherwise apply under applicable law.

G. Applicable Law; Consent to Jurisdiction

This Agreement is governed by the laws, rules, and regulations of the United States and the laws of the state where you opened your account, without regard to conflicts of laws principles. If your account was opened in connection with an application received through the mail or over the Internet, or if there is a question as to which state your account was opened in, the laws of the State of Missouri will govern. Unless agreed otherwise, any lawsuit against us regarding your account must be brought in a proper federal or state court in the jurisdiction where your account was opened, as described above. 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 or related to maintaining your account with us, unless otherwise agreed. If either party chooses to have disputes resolved by arbitration, the Arbitration and Waiver of Class Action section of this Agreement governs the process and location of the arbitration proceedings.

H. Arbitration and Waiver of Class Action (Consumer Banking Accounts Only)

For disputes involving Consumer Banking accounts, you and the Bank agree that we will attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Bank has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Bank (hereafter referred to in this section as the “**Claims**”). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Arbitration Effective Date (defined below) of this Arbitration and Waiver of Class Action provision (the “**Arbitration Agreement**”), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Arbitration Effective Date, will, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association (“**AAA**”) in accordance with its applicable rules and procedures for consumer disputes (“**Rules**”), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org or, upon request a copy of the Rules will be provided to you by the Bank. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS DEPOSIT ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement will be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or regulator, nor does it prevent such agency or regulator from seeking relief on your behalf. This Arbitration Agreement will not apply to claims that are initiated in or transferred to small claims court. For clarity, the arbitration and class action waiver provisions in this section do not apply to Commercial Banking accounts.

1. Selection of Arbitrator. The Claims will be resolved by a single Arbitrator. The Arbitrator will be selected in accordance with the Rules and must have experience with the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement will supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims subject to the “Applicable Law; Consent to Jurisdiction” provision in this Deposit Account Agreement.

2. Arbitration Effective Date. This Arbitration Agreement is effective upon the 31st day after the Effective Date of this Deposit Account Agreement or the 31st day after we provide it to you (the “**Arbitration Effective Date**”), unless you opt-out in accordance with the requirements of the Right to Opt-Out provision below. If you receive your statements or this Deposit Account Agreement by mail, then the Arbitration Agreement was provided to you when it was mailed. If you receive account notices electronically, then it was provided to you when you were sent notice electronically.

3. Arbitration Proceedings. The arbitration will be conducted in the federal judicial district that includes your address at the time the Claim is filed unless the parties agree to a different place. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator will be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. Discovery will be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator’s award can be entered as a judgment in court. Except as provided in applicable statutes, the Arbitrator’s award is not subject to review by the court and it cannot be appealed. The Bank will pay for any filing, administration, and arbitrator fees imposed on you by the AAA. If you initiate the arbitration, the Bank will advance any arbitration fees, including any required deposit. However, you will be responsible for your own attorneys’ fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your reasonable attorneys’ fees. If the Bank prevails, you will not be required to pay its attorneys’ fees and costs. Nothing contained in this Arbitration Agreement will prevent either you or the Bank from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the Arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below will be determined by the Court.

4. Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS CUSTOMER IN A CLASS ACTION LAWSUIT.

5. Severability. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement will also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain fully enforceable.

6. Right to Opt-Out. You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of your Deposit Account Agreement or your relationship with the Bank. Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Agreement unless your notice of intent to opt-out is received by the Bank in writing on or before the Arbitration Effective Date or within thirty (30) days of opening your account if it is opened after the Arbitration Effective Date. Your notice of intent to opt-out can be sent via email to ArbOptOut@umb.com or may be delivered via telephone by calling: 1-833-622-1585. If you elect to send your opt-out via email, please include language that states “I elect to opt out of the Arbitration Agreement” or words to that effect. Please also include your full name, address and last four digits of your Social Security Number. This information will be utilized only to confirm and log your election to opt out of the Arbitration Agreement.

If you have questions about AAA procedures, you should check AAA’s website, www.adr.org, OR call AAA at (800) 778-7879. If you have other questions, you may call us or visit a branch.

I. Time for Filing a Lawsuit or Arbitration

With the exception of claims made under the Uniform Commercial Code, which must be filed in within one (1) year, as described in the “Legal Action” section below, you must file any lawsuit or arbitration against us within two (2) years after the cause of action or your claim arises, unless federal or state law or an applicable agreement provides for a shorter time. This limit is in addition to the notice requirements as a condition to making a claim. If applicable state law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as two years, you and we agree to the shortest permitted time under that state’s laws. We comply with federal and applicable state record retention laws and may dispose of any records once we are no longer required to preserve them under these laws. Any action against us must be brought within the period that the law requires us to preserve records unless applicable law or this Agreement provides a shorter limitation period. Any action against us on an automatically renewable time deposit account must be brought within the time that the law requires us to preserve records based on the stated maturity date in the most recent record of the time deposit account.

J. Contract Language; Communications

English is the controlling language of our relationship with you. Items you write such as checks or withdrawal slips must be written in English. For your convenience, we may translate some forms, disclosures, and advertisements into another language. If there is a discrepancy between the English-language and foreign-language versions of those forms, disclosures or advertisements, the English-language version will take precedence over the foreign-language version. While some Bank employees may have proficiency in speaking various foreign languages, the Bank makes no representations or warranties as to the accuracy of employee communications in languages other than English.

K. Electronic Documents, Communications and Signatures

Any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each an “**Account Document**”), including documents required to be in writing, may, if agreed by you and the Bank, be in the form of an Electronic Record and may be executed using Electronic Signatures, including, without limitation, facsimile and/or .pdf. You agree that any Electronic Signature (including, without limitation, facsimile or .pdf) that you provide on or associated with any Account Document shall be valid and binding to the same extent as a manual, original signature, and that any Account Document entered into by Electronic Signature, will constitute a legal, valid and binding obligation enforceable in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered to the Bank. Any Account Document may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Account Document. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Bank of a manually signed paper Account Document which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Account Document converted into another format, for transmission, delivery and/or retention. The Bank may, at its option, create one or more copies of any Account Document in the form of an imaged Electronic Record (each an “**Electronic Copy**”), which shall be deemed created in the ordinary course of the Bank’s business, and destroy the original paper document. All Account Documents in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity, and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Bank is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Bank pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Bank has agreed to accept such Electronic Signature, the Bank shall be entitled to rely on any such Electronic Signature without further verification, and (b) upon the request of the Bank, any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, “**Electronic Record**” and “**Electronic Signature**” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

L. Customer Identification Program Compliance

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. 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 request information that identifies individuals that regularly transact on your account. The Bank may ask to see identifying documents such as a driver’s license or, if you are an organization, documents that show your legal status. If you or the parties authorized to transact on your account fail to provide sufficient documentation, as determined by the Bank, we may refuse to open an account for you, refuse to process a specific transaction, or we may close your account.

M. OFAC and UIGEA Compliance

You must use your account in compliance with applicable law, including regulations issued by the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of the Treasury, and Executive Orders issued by the President of the United States. You must not use your account or related services for any illegal transactions or activity including those prohibited by the Unlawful Internet Gambling Enforcement Act (“**UIGEA**”), 31 U.S.C. Section 5361 et seq.

N. Telephone Recording, Email and Text Communications and Automated Dialing

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 department or to conduct securities transactions, conversations are typically recorded for your and our protection.

You consent to receiving phone calls, text messages, and e-mails from the Bank, including its employees, agents, assignees, and anyone acting on their behalf. You consent to being contacted at any telephone number(s) or e-mail address(es) that you have previously provided to us and/or you may subsequently provide to us. This consent covers, but is not limited to, communications regarding any account with us, whether opened in the past, now, or in the future. In addition, this consent covers communications regardless of whether the number is assigned

to a landline, a paging service, a cellular wireless service, or any other service for which you may be charged for the communication. You further authorize communications via call, voicemail, e-mail, and text messaging, including the use of pre-recorded or artificial voice messages and/or automated telephone dialing systems. You understand that you are providing this consent to receive such communications even if your telephone number is listed on any federal, state, local, internal, or corporate Do-Not-Call Lists. If necessary, you may change or remove any of the telephone numbers or e-mail addresses at any time using any reasonable means to notify us.

O. Waiver

The Bank, at its discretion, may delay or forego enforcing any of its rights or remedies under this Agreement without losing or waiving them. 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.

P. Notices

We may deliver notices to you on or with your account statements. Unless specified otherwise, all notices and statements concerning your account are effective when we mail or deliver them to the address we have in our 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 Banking customer and have selected the electronic delivery option in Online Banking, 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, account disclosures, and similar notices. You may revoke your consent to receive your statements and notices electronically by using Online Banking, or by contacting our Service Center.

If you are a Commercial Banking client, the terms of our UMB Treasury Management Services Master Agreement or the terms and conditions governing the electronic service that you use governs the provision and receipt of electronic notices through those services.

Q. Questions

Any questions you may have concerning this Agreement, or the handling of your account may be directed to a Retail Branch Associate, your Relationship Manager, or our Service Center. 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 an authorized employee of the Bank.

II. FDIC INSURANCE COVERAGE

A. Accounts Covered by FDIC Insurance

Deposit insurance protection covers funds on deposit in any checking account, savings account (including a money market savings account), or time deposit account maintained with the Bank, up to established coverage limits. This insurance protection is provided by the Federal Deposit Insurance Corporation (“**FDIC**”), an agency of the United States government.

For more specific and detailed information pertaining to your FDIC insurance coverage you may visit the FDIC website at www.fdic.gov or contact the FDIC by telephone at 1-877-ASK-FDIC (1-877-275-3342).

A Retail Branch Associate 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 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 accounts generally available at the Bank are described in the Account Overviews and Disclosures for Consumer Banking accounts and the Product Fact Sheets for Commercial Banking accounts. If the account bears interest, the interest rate, the annual percentage yield, and information about rate changes, are as disclosed in the Supplemental Disclosures that apply to the account. Pricing for additional banking services are also disclosed in Supplemental Disclosures.

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 view your account through 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 in our current records. If the account opening or maintenance records are unavailable or incomplete, information from the Bank's other records may be relied on to determine the ownership of the account.

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 individually. The fiduciary is 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. As used in this Agreement, "Consumer Banking accounts" includes fiduciary accounts.

1. Consumer Banking Accounts (Including Fiduciary Accounts). A Consumer Banking account 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. We may open an account without regard to whether you are married and without regard to whether the funds on deposit are your community or separate property.

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 accountholder by providing the Bank with proper documentation in the form of special instructions or a durable power of attorney granted by the account owner, and any other documents required by the Bank. 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, where each individual, acting alone, has an unconditional and unlimited right of withdrawal. After the death of a joint accountholder, all of the rights of the deceased account owner 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 accountholder or to all accountholders 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 accountholders. 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, the Bank opens a

joint account pending the receipt of necessary documents and signatures from all joint owners, you agree to indemnify and hold us harmless for any damages we may suffer if we do not receive any required signature or documentation. We may close the account if we do not receive required documents within a reasonable period of time.

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 an 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 payable-on-death direction is a procedure to transfer an owner's interest in an account upon the owner's death to his or her designated beneficiaries. A person identified as a beneficiary in a payable-on-death direction is not, by virtue of that direction, an owner of the account. We may accept and execute payable-on-death designations on individual accounts and joint accounts in accordance with applicable law.

6. Powers of Attorney. The Bank may not be required to recognize every power of attorney. The Bank generally requires that powers of attorney meet the requirements of applicable state law before they will be recognized by the Bank, including that the power of attorney 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 the attorney-in-fact may be allowed to conduct transactions 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. Unless state law provides otherwise, the Bank will assume all powers of attorney terminate upon the principal's death.

7. Commercial Accounts. Commercial Banking accounts 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.

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 accountholder in compliance with applicable laws and regulations governing customer due diligence and for the purpose of establishing beneficial ownership of an entity or due authorization on an account. Each person whose name appears on the signature card or other bank records 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/bank records and any resolution, authorization or other document, the signature card/bank records will govern. The Bank is not required to recognize any resolution or authorization that is not on the Bank's own form. Immediately upon any change in authority, each commercial accountholder agrees to provide the Bank with a new resolution, authorization or other documentation evidencing the change. The Bank may continue to follow the directions of a commercial accountholder's representative who, according to the Bank's records, is authorized to act on behalf of the accountholder 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. Unless otherwise agreed, five (5) business days after the Bank's receipt of a complete and properly executed resolution, authorization, agreement, or other document is a reasonable period of time, but the Bank may recognize the change sooner.

Depending on the structure of the entity, the Bank may require that the entity provide copies of organizational documents filed with the Secretary of State or other chartering authority. The Bank may rely on the signature or certification of any such authorized officer of the entity that appears to be for the purpose of carrying on the business or affairs of that entity in the usual course of business, and such action will bind the entity.

Opening deposit accounts on behalf of the entity, writing checks, contracting for other banking services, including Treasury Management Services, transferring funds, and investing funds will be considered to be in the usual course of business for that entity, unless an authorized officer of the entity notifies the Bank in writing of any specific limitation on the authority of its officers to act. Simply providing a copy of an operating agreement, bylaws or other entity 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 and the Bank agree that any one partner whose name appears on the account's signature card or other bank records has complete authority to bind the partnership and all other partners in all transactions involving the account.

If an account is in a trade or "dba" name, you certify that (a) you are transacting business under that name, (b) you have made all necessary fictitious name and other filings required under applicable law for you to use that name, and (c) no other person or entity has the right to conduct business in that name. You must reimburse us for all claims and costs relating in any way to our acceptance for payment or collection of items drawn to the order of that name.

B. 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. Any signature that reasonably resembles the facsimile signature on file with us is a valid signature.

C. Foreign Exchange Transactions

The exchange rate we use may include a spread, commissions, or other costs that we, our affiliates or vendors charge in providing foreign exchange to you. The exchange rate may vary among customers depending on your account type and the additional banking services you have enrolled in with us, the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

Debit card transactions, including cash withdrawals and purchases, that occur outside of the United States may be converted to U.S. dollars and subject to an exchange rate that is selected by the networks that process the transaction or the government that issues or controls the currency in that country on the date it processes the transaction. Debit card transactions that occur outside the United States include, but are not limited to, purchases made while you are in the United States but are made with a merchant who processed the transaction in a foreign country or using a foreign currency. The processing date on which the exchange rate is applied may differ from the date you used your card. When the foreign exchange transaction is posted to your account, we may charge an international transaction fee. Please see your Schedule of Service Fees and Charges for more information.

D. Credit Reports

The Bank has a right to obtain your credit report prior to your opening an account, and at any time during which your account is open. The Bank may use your credit report to verify your employment and other information you have furnished to the Bank.

E. Deposits

1. Deposits and Deposit Slips. You may make deposits in person, by mail or by any other method we make available, such as our ATMs. For in-person, night drop, and mail-in deposits, you are encouraged to use your personalized deposit slips in order to help us credit deposits to your account as soon as possible and to minimize errors. We are not liable to you for any errors resulting from your use of counter deposit slips, whether completed by you or by one of our employees.

2. 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, you should contact the party initiating the deposit (for example, your employer or the Social Security Administration).

3. 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.

4. Endorsements. You should endorse all items to be deposited to your account "For Deposit Only," followed by 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 a check you deposit to your account if the check does not contain the 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.

5. Verification of Deposits; Correction of Errors. When we credit or debit your account for a deposit or other transaction, the amount of the credit or debit is subject to later verification and correction even if we issued you a receipt. We may reverse or otherwise adjust any transaction (credit or debit) that we believe we erroneously made to your account at any time without prior notice to you. There is no time limit within which we must make such a reversal or other adjustment. If funds are deposited to your account by mistake or inadvertence, we may deduct those funds from your account at any time, without prior notice to you, even if this causes your account to become overdrawn. Any

resulting overdrawn balance and related overdraft charges will be your responsibility, and you must immediately return your account to a positive balance.

6. Returned Items. We may reverse the credit to your account 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. We can also charge any item back to your account that we have cashed for you if the item is returned to us by the banking institution on which it was drawn. If the sending bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number, or procured by fraud, we may pay the return or demand and subtract the funds from your balance in any account for which you are an owner, even if you have already withdrawn the funds. If we have reason to believe that any of the events in this paragraph have occurred or may occur or that a check or other item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a non-customer account until we determine who is entitled to them.

Unless otherwise prohibited by law, our right to charge back 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 a claim for breach of warranty. Interest credited to your account, 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. If this causes your account to become overdrawn, any related overdraft charges will be your responsibility, and you must immediately return your account to a positive balance.

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.

7. Limits on Deposits; Foreign Items. You should exercise caution when accepting checks drawn on international or foreign institutions. We are not required to accept checks for deposit that are drawn on banks located outside the United States or checks payable in a foreign currency. Our Funds Availability Policy does not apply to foreign checks. If we permit you to deposit foreign currency or an item that is denominated in foreign currency or drawn on a foreign bank, we may not provisionally credit your account for the non-cash item; the final credit to your account will be based on the exchange rate in effect at the time we receive final payment for the item in United States currency. That exchange rate may be less favorable to you than other exchange rates available to us from other sources. We may also elect to accept items that are denominated in foreign currency or drawn on a foreign bank on a collection basis. This means that we will not credit your account until we have received final payment for the item. We can reverse any provisional credit to your account and send the check on a collection basis even after we have taken physical possession of the check.

8. Substitute Checks. If you wish to convert paper checks you receive to electronic images and deposit the images with us as “substitute checks,” you must enter into a separate agreement with us. If you are interested in such a service, please contact a Retail Branch Associate or our Service Center or if you are a Commercial Customer, 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 cash or 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 Consumer Banking account with us, more information about substitute checks is provided in the “Regulatory Disclosures” section of this Agreement.

9. Preauthorized Drafts or other Remotely Created Checks. You are not permitted to knowingly deposit checks or drafts into your account 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 without our express authorization. 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 agree to

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.

F. Account Processing and Posting of Items

1. Generally. For each business 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 business 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 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 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.

We 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, as more fully described below.

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 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. Transaction Posting Order. On any business 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 you incur 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 larger dollar items, such as your mortgage, insurance premium or car payment will be returned unpaid for insufficient funds in your account.

We generally 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 charges assessed at the time of or on the date of occurrence, such as stop payment request fees, overdraft charges, insufficient funds charges, and ATM balance inquiry fees	high-to-low
Third	Outgoing 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 they were presented to us for payment or in-person withdrawals , such as ATM cash withdrawals, POS and other debit card transactions, UMB online bill payments, and Online Banking transactions, <i>that show</i> the date and time at which we authorized the item	chronological by date and time of authorization
Six	Items that you initiated and we authorized before they were presented to us for payment or in-person withdrawals , such as ATM cash withdrawals, POS and other debit card transactions, UMB online bill payments, and Online Banking transactions, <i>that do not show</i> the date and time at which we authorized the item	low-to-high
Seventh	All other items that we did not authorize before they were presented to us for payment , 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 other teller transactions at a UMB branch	high-to-low
Eighth	Transactions generated at the end of daily processing or the end of your monthly service charge cycle , such as interest credits, monthly service charges, sweep transfers, and Overdraft Protection Services transfers and fees	as produced

Debits and credits we receive with an effective date in the past, including reversals, may be posted to your account prior to debits and credits we receive that have a current effective date. Reversals of other debits to your account may be processed in the first category, or immediately after the corresponding debit.

If your available balance is not sufficient to cover all of the items that are posted to your account on any business day, then you may incur, and we will debit, insufficient funds charges (if item is returned) and/or overdraft charges (if item is paid) from your account. The total number and amount of insufficient funds charges or overdraft charges that you incur may be greater under the posting order described above than if we were to post items to your account in a different order.

G. Your Available Balance

Your available balance does not reflect any checks, ACHs, 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 reduce your available balance 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 Our Funds Availability Policy.

A debit card transaction occurs in two parts. First, a merchant sends an authorization request and, second, usually a few days later, the merchant presents the item for payment and we post the item. We have the right to place a temporary hold—known as an “**authorization hold**”—against some or all of the funds in your account when we receive an authorization request from a merchant or other party from which a purchase is being made with your debit card. 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) business 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 presents 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.

It is possible that your available balance may be positive at the time you initiate or authorize an item, but negative at the time the item ultimately settles or posts. For an item that was subject to an authorization hold, we may assess and debit an overdraft charge against your account if your available balance is not sufficient at the time the item posts even if your available balance was sufficient at the time we received the authorization request or any time during the authorization hold.

We offer a variety of services to assist you in monitoring your available balance, such as Online Banking (including account alerts – see the section on Account Alerts below), Automated Telephone Banking, and at an ATM. **You should always adjust your available balance provided by any of those services to reflect all outstanding items, including any checks, ACH automatic bill payments, or other items that you have issued, initiated or authorized, but have not yet been presented for payment.** If funds from a deposit become available for withdrawal, that does not mean the check or other item you've deposited is authorized, has "cleared," or has been paid by the paying bank. It is possible that the check will be returned days or even months after we have made the funds available to you and you have withdrawn them. If a check is returned, we have the right to charge the check back to your account regardless of how long it has been since you deposited the check. No one, including UMB employees, can guarantee to you that a check will not be returned.

H. Withdrawals

1. Checks. 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 losses you may incur due to printing errors on forms not obtained through us or approved by us in advance. We may require that you use a check printer that meets technical standards for checks that are acceptable to us.

If you use a vendor (other than UMB) to create or issue checks to make payments on your behalf, you are responsible (and the Bank is not responsible) for the security and authenticity of those instruments. This includes the security aspects of check creation, delivery, and negotiation. Even if you use the Bank's preferred check vendor to create or issue checks to make payments on your behalf, you assume all risk of and responsibility for fraud related to use of the vendor's programs, portals, or systems.

2. Multiple Signers. The mere acceptance by the Bank of a signature card, resolution or other authorization document of yours requiring two or more signatures to complete transactions or authorize items, 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. Limitations on Withdrawals.

a. Notice of Intended Withdrawal. Ordinarily, you may withdraw funds from your interest-bearing checking account, money market, 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. The Bank limits certain types of withdrawals (including transfers) from savings and money market accounts. Under these limitations you may make no more than six (6) withdrawals and transfers from your savings or money market account to your other accounts or to third parties during a monthly service charge cycle. Examples of transfers and withdrawals that are subject to these limitations include transfers and withdrawals made by check, ACH, telephone, online and mobile banking, debit card purchases, wires, Overdraft Protection Service transfers, and pre-authorized funds transfers. If you exceed these transaction limitations on your savings or money market account, we may close your savings or money market account or transfer its balance to an account that is not subject to

these transaction limitations. Accounts that are not subject to these transaction limitations might not earn interest, or might earn interest at a lesser rate or have different interest rate tiers, than your savings or money market account.

Certain types of transfers and withdrawals, such as in-person cash withdrawals at a UMB branch, internal (within UMB Bank) transfers of funds to pay a UMB Bank loan obligation, and ATM withdrawals are not limited.

c. Service Charges on Withdrawals. Even if you do not exceed six (6) withdrawals or transfers under the limitations described above, you may still incur other service charges from your account, as described in your Account Overview and Disclosure or Product Fact Sheet and Schedule of Service Fees and Charges.

d. Transaction Limitations and Penalties for Time Deposit Accounts and Time Deposit IRAs. Time deposit accounts and IRAs are subject to transaction limitations, including limitations on early withdrawals (including transfers). For more information about these limitations and penalties that you may incur for withdrawing or transferring funds from your time deposit account, please see your time deposit or time deposit IRA disclosures provided to you at the time of account opening.

4. Availability of Funds for Withdrawal. The availability of funds for withdrawal from an account is governed by Our Funds Availability Policy, located in the Regulatory Disclosures section of this booklet.

When funds from a deposit become available for withdrawal, that does not mean the check or other item you've deposited has "cleared," or has been paid by the paying bank. It is possible that the check will be returned days or even months after we have made the funds available to you and you have withdrawn them. No one, including Bank employees, can guarantee to you that a check will not be returned.

5. Bank's Exercise of Ordinary Care. We may refer to the signature card for your account or to another document upon which your signature appears to determine the authenticity of your signature on a check. We may use an automated process to reproduce and retain your signature from a check. You agree that we may use a check paid from your account as a source document for your signature (sometimes called a "reference image") and it will be deemed authentic, unless you inform us that your signature on the check was not valid within thirty (30) calendar days of your receipt of a statement containing the item (you will be considered to have received your account statement within five (5) calendar days after the statement ending date). If we return a check because we believe in good faith that the signature does not match your signature on file with us, we are not liable to you even if you authorized the check.

If the numeric amount on a check doesn't match the amount written out in words, we may select either one when paying it. Consistent with industry practice, our 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 available account balance for purposes of making a decision to honor or dishonor an item for insufficient 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 charge 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. We may pay an item, even if it does not contain your signature, if you voluntarily provided information about your account, such as your account number and the Bank's transit routing number, to a third party seeking payment from you and that party creates a paper check or draft for collection through the check collection system. A check or draft created by a third party based on verbal authority of the accountholder and that does not contain a signature that resembles that of an accountholder 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. You should exercise caution, as some third parties may try to charge your account for items you did not authorize or in amounts different from what you authorized.

You must notify us of any claim that a preauthorized draft or remotely created check 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 advance, in writing, to honor the restriction. Samples of restrictive legends are “Void after 90 days,” “Multiple signatures required” 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 a stop payment order in effect on our system 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-Accountholders. 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 an item drawn on your account 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 applicable fees, and present the item at specific locations or using specific Retail Branch Associates.

I. Insufficient Funds and Overdrafts

It is your responsibility to know if there are sufficient available 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 your available balance and current balance, and promptly record in your account register all deposits and all 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—items are often presented to us for payment very quickly and 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 available balance is always sufficient at the time all items, withdrawals, and payment transactions are presented to us for payment (including items that you have authorized but have not yet been presented to us for payment.)

If your available balance is not sufficient to cover an item at the time of posting, 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. You will incur, and we may debit from your account, an insufficient funds charge for each item returned for insufficient funds and an overdraft charge for each item that results in an overdraft. Please see your Schedule of Service Fees and Charges for details. After an item, such as a check or ACH transaction, is returned due to insufficient funds, the Bank may receive one or more additional requests to pay the intended payee. Each subsequent request is a separate item, and the Bank may assess and debit an insufficient funds charge or an overdraft charge for each request.

If we pay an item and create an overdraft in your account, you must immediately repay that overdraft and any overdraft charge you incurred. 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 accountholder is responsible for the repayment of all overdrafts in the account, all related service charges, collection costs and expenses, including attorneys’ fees and expenses to the extent permitted by applicable law. Each joint accountholder is responsible for overdrafts and related fees regardless of which accountholder 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 accountholder maintains with us to pay for the overdrafts and any service fees and other charges.

We will generally send you a notice after an item has been presented to us for payment that creates an overdraft; however, we will not be liable to you if we fail to send you such notice. You will incur, and we may debit from your account, a charge against your account for each item we return for insufficient funds and each overdraft in the amounts specified in your applicable Schedule of Service Fees and Charges. For an item that was subject to an authorization hold, we may assess and debit an overdraft charge against your account if your available balance is not sufficient at the time the item posts even if your available balance was sufficient at the time we received the authorization request or any time during the authorization hold. 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, or because of authorization hold(s). However, we will not assess and debit your account for charges for items we return for insufficient funds or overdrafts if your negative current balance falls within a tolerance threshold as specified in your 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 established by the Bank.

If you do not use an Overdraft Protection Service, we are authorized to take the following actions based on transaction type, which may result in your account incurring an overdraft or insufficient funds charge:

- **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 form (*What You Need to Know About Overdrafts and Overdraft Charges*). 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, and you may incur an insufficient funds charge; or
 - We may pay the item and create an overdraft in your account, and you may incur an overdraft charge.

We are not 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. Insufficient funds and overdraft charge amounts are specified in our Schedule of Service Fees and Charges.

If you are a Consumer Banking customer and are not covered by one of our Overdraft Protection Services described below, and you prefer that we authorize your “one-time” (“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.

Debit Card Overdraft Authorization. With our Debit Card Overdraft Authorization:²

- Whether we will authorize 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 decline to authorize such item regardless of your enrollment in our Debit Card Overdraft Authorization. For example, we likely would not authorize an overdraft if your account were not in good standing, or if you have incurred excessive overdrafts.
- 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 to your account, and there is no charge unless your debit card transaction overdraws your account.
- There is no overdraft charge if your account was overdrawn during the day and you deposit or transfer sufficient available funds to your account to return it to a positive balance before the posted cut-off time on that business day.

2. As described in the “*What You Need to Know About Overdraft and Overdraft Charges*” document.

- Our Debit Card Overdraft Authorization does not apply to checks and other items presented 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.

An overdraft charge is greater than the service fee for each of our Overdraft Protection Services (Account-to-Account Transfer, TotalCheck Line of Credit, and UMB Credit Card) described in the next section.

J. Overdraft Protection Services

If you have a Consumer Banking 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 or charge you incur on your account) when there are insufficient funds in your account. We offer three (3) types of Overdraft Protection Services. Overdraft Protection Services may not be available on all account types. For each account, you may enroll in only one (1) type of Overdraft Protection Service. The maximum dollar amount of coverage that may be available to you will depend on the type of Overdraft Protection Service you have selected.

1. Account-to-Account Transfer Overdraft Protection. The Account-to-Account Transfer Overdraft Protection service is subject to separate terms and conditions we provide to you, including minimum advance requirements. 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 are subject to a service fee (as specified in our Schedule of Service Fees and Charges), and may reduce balances or increase withdrawals that may result in you exceeding the transaction limitations established for the 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. 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. For more information about this service please see your Account-to-Account Transfer Overdraft Protection Service Disclosure and Authorization or contact a Retail Branch Associate.

2. TotalCheck Line of Credit Overdraft Protection. The TotalCheck Line of Credit Overdraft Protection service is subject to separate terms and conditions we provide to you. If you have applied and been approved 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 as provided in your TotalCheck Overdraft Protection Agreement. If you are enrolled in our Debit Card Overdraft Authorization service for a given account, you cannot also obtain overdraft coverage under the TotalCheck Line of Credit Overdraft Protection service for the same account. For more information about this service please see your TotalCheck Overdraft Protection Agreement or contact a Retail Branch Associate.

3. UMB Credit Card Overdraft Protection. The UMB Credit Card Overdraft Protection service is subject to separate terms and conditions we provide to you and may include minimum advance requirements. 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 as provided in your designated UMB Credit Card account agreement. If you are enrolled in our Debit Card Overdraft Authorization service for a given account, you cannot also obtain overdraft coverage under the UMB Credit Card Overdraft Protection service for the same account. For more information about this service please see your UMB Credit Card Overdraft Protection Agreement or contact a Retail Branch Associate.

For information about Overdraft Protection Services available for Commercial Banking accountholders, please contact your Relationship Manager or call the Commercial Banking phone number listed in the *How to Contact Us* section of this Agreement.

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, in our sole discretion.

4. Account Alerts. If you have enrolled in Online Banking, you can sign up for and receive account alert services to assist you in monitoring your available balance and to help you to avoid insufficient funds and overdraft charges. These alerts, which are subject to change, include:

- low balance threshold alert (when your available 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

For more information about account alerts, visit Online Banking.

5. Commercial Accounts. You agree to pay interest on any negative collected balance at a rate established by the Bank from time to time and included in your account agreement(s) and supplemental disclosures. If you incur an overdraft, 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.

K. Stopping Payment

If you want to stop the payment of a check drawn on or an ACH 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 be considered untimely if we have already accepted the check for payment. 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. We may charge a service fee for this service; please see your Schedule of Service Fees and Charges for more information.

A stop payment order for a preauthorized ACH debit will remain in effect until the earlier of (1) withdrawal of the stop payment order by you; (2) the return of the debit entry; or, (3) 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. All other stop payment authorizations, including those for checks, will remain in effect for six (6) months from the date we first receive your stop payment order, unless withdrawn by you. Some Commercial Banking customers may be eligible to elect to choose longer periods in Online Banking. You must contact us and renew a stop payment order if you want to extend it beyond its expiration date.

If you give us verbal instructions, we may require that you deliver written confirmation of the stop payment order to us within fourteen (14) calendar days or the stop payment order will lapse. 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 ACH 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. We assume no liability for failure to stop payment on a check or ACH transaction if any of this information is incorrect or incomplete. If you deliver the stop payment order to us in person, you should give it to your Relationship Manager or a Retail Branch Associate. If you mail it, you should address it to the address of your branch. For payments made through third party payment platforms (e.g. Zelle®)³ UMB may not be able to stop payment; you should refer to the terms and conditions provided by the payment platform for stop payment processes and limitations.

If we honor your stop payment order on a check or debit, you agree that you must reimburse us and hold us harmless for all expenses incurred on account of the stop payment order. If a check or debit that is the subject of a stop payment order is nevertheless made through inadvertence, accident or oversight, then to the extent permitted by applicable law, our liability is limited to the amount of actual loss sustained, up to the amount of the check or debit, and we are not liable with respect to other checks or debits drawn by you that are returned for insufficient funds because of such payment.

L. 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 your account number, 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 debit card, the access codes you use with Automated Telephone Banking, Online Banking, or other electronic devices. You must notify us immediately if your account number, PIN, or password are compromised, or you believe you have been or may be the victim of identity theft. You must also 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

³ Zelle is a registered trademark and is not owned by or affiliated with UMB Bank, n.a.

confidentiality has been compromised. A Bank representative will never ask you for your debit card PIN or 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 the amounts that you claim were unauthorized from the Bank. You should promptly contact us if you do not receive your statement on time and obtain a duplicate. If you are enrolled in Online Banking, 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. 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. All checking, savings and money market savings account customers will be provided an account statement at least quarterly for each account they have with the Bank. If you have a checking account, a monthly account statement will be provided in any month in which transactions have posted to your account. If an electronic funds transfer is made to or from your savings or money market savings account, a statement will be provided for every month in which such a transfer was made. 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 or more often than the regular monthly or quarterly statements for your account type, there may be an additional service fee for such service. Inactive and dormant accounts may receive statements less frequently.

3. Electronic Account Statements. Using Online Banking is a convenient way to obtain information about your account balances and transactions. If you are a Consumer Banking customer and you have selected the electronic delivery option, you agree that the electronic notice we send to you via e-mail advising you of the availability of your statement will constitute your receipt of the statement itself, and we are not required to mail you paper statements. Upon receiving notice that your statement is available, you should promptly sign on to Online Banking and review your statement. 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. All customers should review statement information using Online Banking at least once every thirty (30) calendar days. It is extremely important that you notify us immediately if the e-mail address you provided the Bank changes in order to continue to receive statement notices without interruption.

You may revoke your consent to receive your statements electronically within Online Banking, or by contacting our Service Center at 800-699-8702. 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 discontinue electronic delivery of statements. There may be a fee associated with receiving paper statements. You can request paper copies of any statements that you had previously received electronically, but there may be a service fee associated with sending you those copies and there also may be limitations on the availability of such statements in accordance with the Bank's records retention policy. See your Schedule of Service Fees and Charges for more information.

4. Check Imaging. If you have a Consumer Banking 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 and/or statement types, only a description of the item, will be provided on your statement. If your checks are converted to an ACH by a third party, the Bank will not receive images of the checks and only a description of the ACHs will appear on your statement.

We will retain images of your paid checks for as long as legally required. You agree that the Bank will not be liable for destruction of the original item. You can obtain a copy of a check through Online Banking or by requesting it and providing your account number, the check number, and the amount. If you contact us to request a copy of a check, there may be a fee. For more information, please reference your Schedule of Service Fees and Charges. 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, errors, and disputes to us. 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 the statement ending date. This is the case even if you have requested that we hold your statements. If you receive your statement electronically, you will be deemed to have received the statement upon receipt of the electronic notice we send to you via e-mail advising you of the availability of your statement or once the Bank has made your statement available through an electronic service, as further outlined above in the "Electronic Account Statements" subsection.

You must notify us in writing within thirty (30) calendar days of your receipt of a statement if you believe the statement contains an error, including but not limited to, any forged or altered check, any unauthorized transaction, any item with a missing signature, or any other disputed matter, including any fees or charges that we assessed. 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 the subsection of the Agreement entitled "Authorizing Others to Create Checks or Drafts Drawn on your Account." 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 item(s) that you consider erroneous, 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, in error, or disputed with respect to an item reflected on that statement. If an item is unauthorized and 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; for more information regarding these rules, please see the "Electronic Fund Transfer Act Disclosures" section of this Agreement.

6. Legal Action. Notwithstanding other limitations set forth in this Agreement, 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 of the statement containing the allegedly improper payment, or you will not be entitled to recover the payment from us.

M. 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 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 may convert your check to an ACH debit. These are only some examples of ACH transactions and are not exclusive.

If you have signed a separate agreement with us that allows you to originate ACH or wire transfer 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 at a branch 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 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 Transfers Act, that portion will be subject to the terms of the Bank's Electronic Fund Transfer Act Disclosures, which are included in this Agreement.

Transactions through the Automated Clearing House (ACH transactions) are governed by the National Automated Clearing House Association ("**NACHA**") Operating Rules and any local ACH operating rules.

2. Notification. The Bank will notify you of the receipt of any ACH entry or wire transfer of funds through your account statement, Online Banking, or your account information reporting service for Commercial accounts, but the Bank is 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 related to the transaction.

3. Final Payment; Reversal of Erroneous Credit Entries. Any credit we provide 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 the Bank 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 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 rate of interest on your account for that period or if your account is not interest bearing, the Federal Funds rate in effect at the Federal Reserve Bank of New York for that period.

N. Record Research and Inquiries

At your request, we may provide you with information pertaining to your account(s) that is not set forth on your regular statement or is historical in nature. We will provide the information 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 caused by circumstances beyond our control. Requests for information are generally processed 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. You may incur a service fee, which will be debited from 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 Service Center at (800) 860-4862 or to a Retail Branch Associate.

O. Setoff

The Bank has the right to apply funds in any account you maintain with us to any debt that you owe the Bank or its affiliates (this is known as “**setoff**”). If we exercise this right of setoff, we will notify you. This setoff provision does not apply to funds in any individual retirement accounts (“**IRAs**”) or health savings accounts (“**HSAs**”) that you maintain with us or any of our affiliates. When we setoff a debt you owe us, we reduce the funds in your account(s) by the amount of the debt. We are not required to give you any prior notice to exercise our right of setoff. A “**debt**” includes any amounts you owe individually or together with someone else either now, or in the future. It includes any overdrafts and our fees and charges. We may setoff for any debt you owe the Bank that is due or past due as allowed by applicable law. If your account is a joint account, we may setoff funds in it to pay the debts of any joint owner.

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. 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 the Bank or its affiliates. You agree that we may take or setoff funds, including federal and state benefit payments, from your account(s) to pay amounts that you owe the Bank or its affiliates. If we are obligated to return any federal or state benefits deposited to your account after you are no longer eligible to receive them, we have the right to setoff against any of your accounts to recover the payments we return to government entities. If your account is an unmaturing time deposit account, we may also deduct any early withdrawal penalty that may be due as a result of our having exercised our right of setoff.

P. 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 of such legal process.

The Bank also may be required by a court or governmental agency to provide information about your account(s) 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.

Q. Security Interest

You grant us a security interest in each account you maintain with us and any instrument held or processed by us, as security for payment of any obligations you have to the Bank. By establishing and maintaining an account, you consent to our security interest and exercise thereof should your consent be required under applicable law. This security interest is not the same as a right of setoff but is a separate right that

creates a lien in our favor. Our rights under this security interest are in addition to and apart from any other rights under any other security interest you may have granted us. Our lien under this section is superior to the claims of other creditors.

This security interest does not apply if: (1) the account is an IRA, HSA, or other tax-deferred retirement account; (2) the debt is created by a consumer credit transaction under a credit card plan; (3) you are an accountholder 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.

R. Claims Against or Disputes Involving Your Account; Our Right to Refuse Transactions

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 an 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 or competing claims to a deposit account and there is no applicable state statute regarding adverse or competing 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 attempt to return any deposited funds to the originating financial institution and/or attempt to send the funds to the owner or owners of the account, according to our records, at the statement mailing address; interplead the funds into an appropriate court; or hold the funds in the account pending resolution of the claim to our satisfaction.

We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your account, or we may remove funds from your account to hold them pending investigation, including situations where: your account may be involved in any legal or administrative proceeding; we receive conflicting information or instructions regarding account ownership, control or activity; we suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s); or we suspect that any transaction may involve illegal activity or may be fraudulent.

You agree that we will not be responsible for damages for any of the actions described in this section 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.

S. 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. We reserve the right to refuse to acknowledge or accept an attempted transfer, pledge, or assignment of, or security interest in, any account.

T. Change of Address

You agree to promptly notify us if you change your physical address, mailing address, or the e-mail address to which your account statements and notices are currently being sent. Any joint account owner or authorized signer may provide us with a valid change of address or e-mail address. We may require that such notification be in writing and be sent to the address the Bank provides on your account statements, or if the address change is electronic, within a secure service.

At our discretion, we also may accept notification from you received through other media including, but not limited to, telephone and Online Banking. In addition, if we receive notification from the U.S. Postal Service that your address has changed, we may, at our discretion, accept such notification and change your address for mailing future statements and notices. If one or more notices that we send to you 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.

If you provide the Bank with a certificate of foreign status, you must notify us within thirty (30) days of a change in address. You will be required to provide additional documentation or a new withholding certificate to confirm foreign status.

U. Suspension or Termination of Services and Closing of Accounts

You have the right to close your checking, money market, or savings account at any time if the account is in good standing (e.g., does not have a negative balance or any restrictions such as legal holds on the account). If you decide to close an account, you should cease writing checks on the account immediately in order for checks you've issued to properly clear before account closure. You should also take action to stop or transition any electronic payments to or from your account prior to account closure. You should deliver written instructions to the Bank regarding your intention to close your account. You may deliver these instructions to a UMB Bank Officer or a Retail Branch Associate or the Service Center, 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 Retail Branch Associate.

We may close your account at any time and for any reason upon 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 (including a negative balance resulting solely from our deduction of service fees and charges from your account), suspected fraud, threatening statements and other unprofessional or disruptive conduct, or if you have not complied with the terms of this Agreement or any other agreement we have with you. We may also close your account without prior notice if you fail to deposit funds into your account within the first thirty (30) days it is open, or you maintain a \$0 balance and no debit or credit activity for ninety (90) days or more. We may also terminate or suspend specific services (e.g., wire transfer of funds transactions) related to your account without closing your account and without prior notice to you.

We may require you to close your account and to establish a new account if: (a) there is a change in authorized signers or a dispute among the depositors or signers, (b) there has been a forgery or fraud reported or committed involving your account, (c) any items or unused check stock relating to the account are lost or stolen, (d) you have too many transfers from your savings or money market account, or (e) any other provision of the Agreement is violated. If we close your account, we may send you written notice that the account is closed on the date we close the account. After your account is closed, we have no obligation to accept deposits to, or pay any outstanding items from that account. We will not be liable for any loss or damage that may result from not honoring items that are presented or received after your account is closed, regardless of whether your account closure was initiated by you or by the Bank.

The closure of your account, however initiated, does not release you from any obligations you incurred before that closure, those you incur in the process of closing your account, or from your liability on outstanding items or other debit authorizations that are processed before or after account closure.

V. 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, pandemics, 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.

W. Indemnification; Limitation of Liability

Unless prohibited by law, you will reimburse us for any losses, liabilities, and expenses (including reasonable attorneys' fees) that we may incur in connection with your account, except to the extent that our negligence or misconduct caused the losses. Except where required by law, 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, if any, and not this subsection, will be controlling with respect to the banking services covered by those agreements.

X. Internal Revenue Service Reporting and Withholding

For U.S. Accountholders. We are required to report to you and to the Internal Revenue Service ("IRS") the amount of any interest earned that exceeds \$10 during each calendar year on any interest-bearing account that you maintain with us. If incentives or rewards are earned, they may be reported as interest or miscellaneous income on the appropriate Form 1099. We may also be required to report this information to the appropriate state revenue authority.

When you open an account, we are required to obtain a certified U.S. Taxpayer Identification Number ("TIN") and information regarding your tax status. When you apply for an account, you certify that you have provided the correct TIN for the account holder, you are not subject to backup withholding, and you are a U.S. person. For individual accounts, the TIN is generally a social security number ("SSN"). Individuals who become U.S. resident aliens for Federal tax purposes are not eligible to obtain an SSN, instead they should provide their Individual Taxpayer Identification Number ("ITIN"). For entity accounts, the TIN is the owner's Employer Identification Number ("EIN"). We may be required to withhold, at the applicable withholding rate, interest paid to your account and pay it to the IRS if: (1) you do not give us a certified name and TIN, (2) the IRS notifies us that the name and TIN you gave us is incorrect, or (3) the IRS notifies us that you failed to report all your interest and dividends on your tax return.

For Foreign Account Owners. We comply with all applicable laws, rules and regulations relating to the Foreign Account Tax Compliance Act ("FATCA"). We will withhold on certain payments when required by such law. Interest earned on accounts owned by foreign account holders

may be subject to information reporting. Foreign accountholders must re-certify their tax status prior to the end of the third calendar year following the year in which you last certified your status. You must notify us within thirty (30) days if there is a change in circumstance to your FATCA status and furnish an updated withholding certificate, and if applicable, provide supporting documentation.

For Individual Retirement Account Owners. Generally, distributions of \$10 or more from an IRA are reported to you and the IRS on a Form 1099-R. In addition, we are required to report your IRA Contribution Information on Form 5498 to the IRS for each account owner who maintains an IRA with us. We may also be required to withhold federal and state taxes on your IRA distributions.

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

Y. Dormant and Inactive Accounts and Escheat Laws

An account is “inactive” when there is no customer-initiated activity on the account for either 11 months (on non-Private Banking checking accounts) or 18 months (on savings and money market accounts and IOLTA accounts and Private Banking checking accounts), unless state law prescribes a different period. Examples of customer-initiated activity include making a deposit, withdrawing funds, or making a one-time debit card payment. The account will remain in an inactive status until you resume customer-initiated activity on the account.

A checking, savings, or money market account is “dormant” when there is no customer-initiated activity or customer contact for a period of 24 months, unless state law prescribes a different period. For your protection, access to your account will be restricted until you re-establish contact with us.

If your account is either inactive or dormant, we may assess an inactive or dormant account charge, as applicable, unless prohibited by law. The account will also remain subject to other applicable service fees and charges.

If your account remains dormant or unclaimed for a period of time specified by applicable law, we must deliver your account funds to the state where the primary accountholder resides, under a process known as escheatment. For accounts owned by two (2) or more individuals, the “primary accountholder” is the accountholder that signed the W-9 certification for the account. If you reside in a foreign country or a U.S. Territory, the abandoned property will be escheated to the State of Missouri. Upon delivery of the funds to the state, your account will be closed and will no longer accrue interest (if such account was an interest-bearing account). To recover these funds, you must file a claim with the state to which the funds were remitted. If we are required to mail you an escheat notice, we may charge a fee.

REGULATORY DISCLOSURES

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

I. Your Ability to Withdraw Funds (our “Funds Availability Policy”)

This policy applies solely to checks and cash you deposit into your Consumer Banking and Commercial Banking checking, money market, and savings accounts. We will, generally, make funds from your checking, money market, and savings accounts available to you on the business 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). Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks and other items you have authorized to be withdrawn from your account. **Our Funds Availability Policy does not apply to deposits you make using your mobile device or other remote electronic devices, and additional delays and limitations may apply to such deposits. (See your mobile remote deposit service terms and conditions for details.)**

To determine when your funds will be available following a deposit, every day is considered a business day except Saturdays, Sundays, and Federal holidays. If you make a deposit in-person at a branch to one of our employees on a business day, we consider that to be the day of your deposit. If you make a deposit at a UMB ATM before 6:30 p.m. Central Time on a business day (“cut-off”), we consider that day to be the day of your deposit. If you make a deposit in-person at a branch on a Saturday or Sunday, or at a UMB ATM after cutoff on a business day, or on a Saturday or other non-business day, we will consider that deposit to have been made on the next business day we are open. Deposits made after the cut-off will not be included in your available balance.

When funds from a deposit become available for withdrawal, that does not mean the check or other item you’ve deposited has “cleared,” or has been paid by the paying bank. It is possible that the check will be returned days or even months after we have made the funds available to you and you have withdrawn them. No one, including Bank employees, can guarantee to you that a check will not be returned.

A. Deposits at Automated Teller Machines

If you deposit a check(s) at an **ATM**, the first \$500 of the dollar amount of the check(s) will be available to you immediately; however, availability may be adjusted if we later determine a hold is required (see Longer Delays May Apply below), in which case we will mail you a notice by the next business day after we receive your deposit. If you deposit cash at an ATM, the total dollar amount of the cash deposit will be available immediately.

The remaining amount of the check in an amount not to exceed \$5,525 will be available to you after 6:00AM on the first business day after the day of your deposit of the check at the ATM. The remainder of your deposit will be available to you no later than the second business 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 or other designated ATMs as approved by the Bank from time-to-time.

B. Deposits at Branches

In some cases, we will not make all of the funds that you deposit by check available to you on the business day of your deposit. Depending on the type of check that you deposit or the specific circumstances, funds may not be available until the second business day or later (see Longer Delays May Apply and Special Rules for New Customers below). Unless otherwise described below, the first \$500 of your deposit will be available on the business day of your deposit.

If we are not going to make all of the funds from your deposit available on the business day of your deposit, we generally notify you at the time you make your deposit. We will also tell you when the funds will be available. If we decide to take any action after you have left the premises, we will mail you a notice by the next business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

C. Longer Delays May Apply

In some cases, we may delay the availability of funds you deposit by check for a longer period under the following circumstances:

- We believe a check you deposit will not be paid. (The first \$500 will not be made available immediately.)
- If you deposit U.S. Treasury, cashier's, certified, teller's, traveler's and State and local government checks, the first \$5,525 of a day's total deposits of these checks will be available on the first business day after the day of your deposit if the checks are payable to you. The excess over \$5,525 will be available on or before the seventh business 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 \$5,525 will not be available until the second business day after the day of your deposit totaling more than \$5,525 on any one day. (The first \$500 will not be available immediately.)
- For all other check types (those check types not listed directly above) that total more than \$5,525 on any one day, the first \$5,525 of a day's total deposits of these checks will be available on the second business day after the day of your deposit if the checks are payable to you. The excess over \$5,525 will be available on or before the seventh business day after the day of your deposit. (The first \$500 will be made available immediately.)
- You redeposit a check that has been returned unpaid. (The first \$500 of your deposit will not be made available immediately.)
- You have overdrawn your account repeatedly in the last six (6) months. (The first \$500 of your deposit will not be made available immediately.)
- There is an emergency, such as failure of communications or computer equipment. (The first \$500 of your deposit will not be made available immediately.)
- We believe there may be other problems or deficiencies with the item, such as a missing endorsement. (The first \$500 of your deposit will not be made available immediately.)

We will generally notify you at the time you make your deposit if your ability to withdraw funds is delayed for any of these reasons, and we will tell you when the funds will be available. If we decide to take any action after you have left the premises, we will mail you a notice by the next business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available. The funds will generally be available no later than the seventh business day after the day of your deposit.

There may be other circumstances in which holds are applied to your deposit. We will generally notify you of any such hold, the reason for the hold, and any steps you or we may need to take to resolve the issue giving rise to the hold.

D. Holds on Other Funds (Check Cashing)

If we cash a check for you that is drawn on another bank, we may place a hold on 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 pay other items drawn on your account until the applicable hold time has expired. (See “Longer Delays May Apply” above.)

E. 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 or to pay other items drawn on your account until the applicable hold time has expired. (See “Longer Delays May Apply” above.)

F. Special Rules for New Customers

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 business day after the day we receive the funds.
- Funds from deposits of cash will be available on the first business day after the day we receive the deposit.
- The first \$5,525 from a deposit of U.S. Treasury checks made payable to you will be available on the first business day after the day of your deposit. The excess over \$5,525 will be available on or before the seventh business day after the day of your deposit.
- Funds from deposits of the first \$5,525 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 business day after the day of your deposit if the checks are payable to you. The excess over \$5,525 will be available on or before the seventh business 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 \$5,525 will not be available until the second business day after the day of your deposit.
- Funds from the deposit of a check drawn on another financial institution (sometimes called a transit check) may not be available until the 7th business day following the date of the deposit.

II. Substitute Checks and Your Rights

This Section II 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.

A. 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.

B. 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). Under this procedure, you may be able to recover the amount that was withdrawn from your account and charges incurred on your UMB account 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 actual loss or the amount of the substitute check, whichever is less. You may also be 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) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) no 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.

C. How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that was posted to your account, please contact us at UMB Bank, n.a., P.O. Box 419226, Attn: Mail Stop 1170203, 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 delivered 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:

1. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. An estimate of the amount of your loss;
3. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
4. 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.

III. Electronic Fund Transfer Act Disclosures

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

Please direct all inquiries to our main office:

UMB Bank, n.a.
Mailstop 1170103D
Post Office Box 419226
Kansas City, MO 64141-6226
Telephone: 1-800-860-4862

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 Automated Telephone Banking, (4) on-line transfers or bill payment through use of 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 ATM through the use of a UMB ATM Card or a UMB Debit Card (each a “**Card**”), and (7) UMB ATM Network transactions initiated at selected network 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. Any electronic payments authorized by you will be subject to sufficient collected funds being available in your designated account. For the purposes of this Electronic Funds Transfer Act Disclosure, a “business day” shall be any day other than a Saturday, Sunday or holidays observed by banks. An item received after the Bank’s cutoff hour, or after the close of the business day, is considered as having been received on the next business day for all purposes.

A. Preauthorized Transfers

You may authorize the Bank to make recurring payments from your account to third parties. 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.

1. Notice of Varying Amounts. If regular preauthorized payments vary in amount, the person or company you are going to pay should notify you of the amount of each payment ten (10) calendar days before the payment is made.

2. Stopping Payment of Preauthorized Transfers. If you authorized regular payments to be made from your account via ACH debit, you may stop any of these payments by writing or calling us at the address and telephone number listed at the beginning of this section. We must receive your request at least three (3) business days before the payment is scheduled to be processed. If you call, we may also require that you provide your instruction to stop any payment in writing within fourteen (14) calendar days after your call. If you instruct us to stop one of these payments three (3) business days or more before the transfer is scheduled to be processed and we do not do so, we may 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) six months (non-ACH originator stop payment orders only).

If you authorized regular payments to be made from your account via debit card, you may stop future preauthorized transfers by calling us at the telephone number listed at the beginning of this section and requesting that your card be canceled and a new card be reissued to you. If you instruct us to cancel your card three (3) business days or more before the transfer is scheduled to be processed and we do not do so, we may be liable for your loss or damages.

3. 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:

1. Pay for purchases.
2. 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-presentation 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.

D. Automated Telephone Banking Transactions

You may request that the Bank validate a personal access code, which you have selected, to access the checking and savings accounts you have with us and to initiate telephonic electronic funds transfer transactions to and from such eligible accounts through Automated Telephone Banking. You may obtain information regarding your account(s) and initiate transfers to and from your eligible account(s) as described below, through the use of a properly validated personal access code.

Types of Transactions: You can perform the following transactions on your checking or savings (including money market savings) accounts through Automated Telephone Banking.

- Check the available balance.
- Transfer funds to and from any eligible account 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 the account.
- Inquire about the last (3) three deposits to the account.
- Check on interest paid.

Automated Telephone Banking is available 24 hours per day, except during regular maintenance periods. Regular maintenance will typically 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 business day.

You can perform transfers of funds up to \$9,999.99 per day to or from each eligible account if your account balances are sufficient to cover the transfers.

E. Online Banking Transactions (See Applicable UMB Online Banking Agreement)

F. UMB ATM Network Transactions

You may request that the Bank issue and activate 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 UMB ATMs, other selected network ATMs, and POS terminals. All references to “**Card**” in these Regulatory Disclosures and the UMB ATM Network Agreement will refer to the UMB ATM Card or UMB Debit Card issued to you (or that you have requested but not yet received).

If you already requested or we have issued and activated a Card that may be used to engage in UMB ATM Network transactions, then upon our issuance and activation, 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.

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

Types of Transactions: You can perform a variety of UMB ATM Network transactions any time, day or night, at UMB ATMs and other selected network ATMs. The functionality offered at each machine may differ and ATM's owned by other institutions may either offer other services or may limit certain services. You can utilize most UMB Bank Network ATMs to complete the following transactions on your UMB accounts:

- Withdraw cash from checking and savings accounts;
- Deposit money to checking and savings accounts;
- Transfer money from checking and savings accounts; or
- Inquire as to the balance of your checking or savings accounts.

You can also utilize selected network POS terminals for debit access to your primary checking account.

For more information about how to access your accounts through ATMs and any associated terms and restrictions, please refer to your Debit Card Cardholder Agreement or related cardholder account agreements and disclosures.

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**”). Your Card cannot be used at an ATM or POS terminal without your PIN. If your Card is lost or stolen, or your Card and PIN are used without your authorization, you should know the steps you must take to safeguard your deposit account and minimize your liability.

You should not store your Card and PIN information together. You must tell us **AT ONCE** if you believe your Card and/or PIN has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission. Telephoning us promptly 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) business days, you can lose no more than \$50 if someone used your Card or PIN without your permission.

If you **DO NOT** tell us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Card, PIN, 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

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 account. If we reasonably determine, based on substantial evidence, that you were grossly negligent in the handling of your Card or account (such as by filing an excessively late claim), or acted fraudulently in the handling of your Card or 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 have been lost or stolen or that someone has transferred or may transfer money from your account, telephone us at (800) 821-5184 or write us at the address shown at the beginning of this disclosure.

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 transaction or preauthorized transfer, depending on the type of checking or savings account you have. The amount of service fees or charges which may apply to your accounts is set forth in the applicable 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 withdrawal or 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 funds transfers that affect your account.

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, or review transactions online, to learn whether the direct deposit transaction has occurred.

3. Our Liability: If we do not complete an ATM transaction or transfer to or from your account on time or in the correct amount according to our agreement with you, we may 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 does not have enough cash to complete your transaction;
- 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, our liability will be limited to those actual damages you can prove.

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 Notice.

5. In Case of Errors or Questions About Your Transactions or Pre-authorized Transfers. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, you should immediately telephone or write us at the address and telephone number shown at the beginning of this disclosure. 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. When you contact, whether via telephone or in writing, you should:

- 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) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 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) business 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) business 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) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business 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 requesting and accepting a Card or using a Card, you (“**You**” refers to each individual whose name appears on 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 PIN 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 this Agreement and the Supplemental Disclosures, for each use of your Card to initiate a UMB ATM Network transaction or to access your account through an ATM. You authorize us to deduct the transaction fees from your account on a monthly basis.
- Transaction fees apply only to your use of your Card to access your account.
- The Card is the property of the Bank. You must surrender the Card to us upon our request.
- We reserve the right to terminate the UMB ATM Network transaction services made available to you at any time.
- 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:
 - to verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
 - 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.

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: <ul style="list-style-type: none"> ▪ 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 nonaffiliates to market to you	No	We don’t share

To limit our sharing	<p>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).</p> <p>Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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 Notice are: UMB Bank, n.a.; UMB Financial Services, Inc.; UMB Insurance, Inc.; UMB CDC, Inc.; UMB Family Wealth, LLC.
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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.
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How does UMB collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> ▪ 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 <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
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Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> ▪ Sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ Affiliates from using your information to market to you ▪ Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
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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.
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Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Our affiliates include companies with a UMB name.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>UMB does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ <i>Our joint marketing partners include financial services companies.</i>

Other Important Information

You may have other privacy protections under applicable state laws. To the extent these 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 nonaffiliates, 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 nonaffiliates, except as permitted by Vermont law, including, for example to process your transactions or to maintain your account.

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