

Forma Health Savings Account Agreement

Last updated: December 1, 2024

Please read this Forma Health Savings Account Agreement (the “Agreement”) carefully and retain it for your future reference. This Agreement contains the general terms, conditions and disclosures related to the Health Savings Account (“HSA” or the “Account”) made available to eligible consumers by Forma, Inc. (“Program Partner” or “Forma”), the program partner responsible for managing the Account program, in partnership with Blue Ridge Bank, N.A., Member FDIC (the “Bank”).

When you see the words “we,” “us,” or “our” in this Agreement, it refers to the Bank, the Program Partner acting as agent for the Bank, and any of the Bank’s or the Program Partner’s respective affiliates, successors, assignees, agents or service providers. When you see the words “you” or “your,” it refers to you, the owner of the Account, as well as your personal representatives, executors, administrators, and successors.

By opening or continuing to hold an account with us, you agree to be bound by this Agreement as well as any other agreement or document we may provide to you from time to time in connection with the Account.

IMPORTANT NOTE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTIONS AND YOUR RIGHT TO A JURY. THE TERMS OF ARBITRATION AND THE WAIVER APPEAR IN SECTION 8 OF THIS AGREEMENT.

1 Account Overview

1.1 How to Contact Us

You may contact us with any questions or concerns regarding your Account. All communication between you and us will be handled by the Program Partner. The best way to contact us is through email at support@joinforma.com, or to call us at 1-833-333-0417 Monday through Friday 8:00 am to 6:00 pm Pacific Standard Time, except during federal holidays.

1.2 Type of Account and Eligibility – HSA Trust/Custodial Account

- A. You (“account owner”) acknowledge and agree that you are establishing a health savings account (HSA), which is a trust/custodial account held by us for your benefit pursuant to the Internal Revenue Code Section 223, exclusively for paying or reimbursing qualified medical expenses for yourself, your spouse, and tax dependents. You represent that unless the account is used solely to make rollover contributions, that you are eligible to contribute to the HSA; specifically, that you: (1) are covered under a high deductible health plan (HDHP); (2) are not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) are not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person’s tax return.
- B. The Bank, via the Program Partner, will accept additional cash contributions for the tax year made by you or on your behalf (by an employer, family member, or any other person). No

contributions will be accepted by the Bank for any account owner that exceeds the maximum amount for family coverage plus the catch-up contribution. Contributions for any tax year may be made at any time before the deadline for filing the account owner's federal income tax return for that year (without extensions). Rollover contributions from an HSA (unless prohibited under this agreement) need not be in cash and are not subject to the maximum annual contribution limit stated herein. Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit set herein.

- C. Except in the case of a rollover contribution, no contribution will be accepted that exceeds the applicable annual contribution limit under Internal Revenue Code Section 223(b) for the applicable calendar year (the "Contribution Limit"). Your individual Contribution Limit applies on an aggregate basis to all your HSA and MSA accounts and you are solely responsible for ensuring that you do not contribute more than your applicable Contribution Limit. You understand and acknowledge that we are not obligated to, and we do not, verify or determine whether any contributions you make exceed your Individual Contribution Limit. An account owner who is at least age 55 or older and not enrolled in Medicare may be eligible for additional catch-up contributions in accordance with applicable IRS regulations. Contributions in excess of the maximum annual contribution limit may be subject to an excise tax. It is your responsibility to understand and adhere to applicable IRS rules and regulations regarding contribution limits and applicable taxes.
- D. It is the responsibility of the account owner to determine whether contributions to this HSA have exceeded the maximum annual Contribution limit described in Article II. If contributions to this HSA exceed the maximum annual Contribution limit, the account owner shall notify the Program Partner that there exist excess contributions to the HSA. It is the responsibility of the account owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.
- E. The account owner's interest in the balance in this trust account is nonforfeitable.
- F. No part of the funds in this account may be invested in life insurance contracts or in collectibles as defined in Internal Revenue Code Section 408(m). The assets of this account may not be commingled with other property except in a common trust fund or common investment fund. Neither the account owner nor the Bank nor the Program Partner will engage in any prohibited transaction with respect to this account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in Internal Revenue Code Section 4975).
- A. Distributions of funds from this HSA may be made upon the direction of the account owner. Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of the account owner, his or her spouse, or dependents are tax-free. However, distributions that are not used for qualified medical expenses are included in the account owner's gross income and are subject to an additional tax on that amount. Such additional tax may not apply if the distribution is made after the account owner's death, disability, or reaching age 65.
- G. Neither the Bank or Program Partner is required to determine whether the distribution is for

the payment or reimbursement of qualified medical expenses. Only the account owner is responsible for substantiating that the distribution is for qualified medical expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

- H. If the account owner dies before the entire interest in the account is distributed, the entire account will be disposed of as follows: i.) If the beneficiary is the account owner's spouse, the HSA will become the spouse's HSA as of the date of death. ii.) If the beneficiary is not the account owner's spouse, the HSA will cease to be an HSA as of the date of death. iii.) If the beneficiary is the account owner's estate, the fair market value of the account as of the date of death is taxable on the account owner's final return. For other beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes such date.
- I. The account owner agrees to provide the trustee with information necessary for the trustee to prepare any report or return required by the IRS. The trustee agrees to prepare and submit any report or return as prescribed by the IRS.
- J. Notwithstanding any other provision in this Agreement, this Section 1.2 shall be controlling, and any provision in this Agreement that is inconsistent with the Internal Revenue Code or published IRS guidance will be void. This Agreement may be amended from time to time to comply with the applicable provisions of the Internal Revenue Code.

We may decline to open an Account for any reason at the sole discretion of the Bank or Program Partner. We are not liable for any damages or liabilities resulting from refusal of an Account relationship.

1.3 Online or Mobile Access To Your Account

When you open an Account, you will also be enrolled in an online banking service or mobile application (collectively, "Online Banking Services") offered by the Program Partner that you can use to access your Account, view information about your Account and conduct certain transactions. You may also be given access to various features through the Online Banking Services separate from your Account.

Unless otherwise specified in this Agreement, the Online Banking Services and any of its features are governed by [Forma's Terms & Conditions](#) and [Privacy Policy](#). Please review these documents carefully because by using the Online Banking Services, you agree to be bound by them. These services are not provided or controlled by the Bank or this Agreement, and you agree not to hold the Bank liable for issues that may arise from your use of the services or features.

1.4 Paperless Account

To open an Account, you must consent to go "paperless." This means that you must (1) provide us with and continue to maintain a valid email address and (2) consent to acceptance of electronic delivery of all communications that we send you in connection with your Account by agreeing to our Consent to Electronic Communications. If you decide to revoke your consent at any time, we will close your account, and assist you in the transfer or rollover of your account assets to another HSA custodian or trustee of your choosing.

1.5 Titling and Ownership of Accounts

You acknowledge and agree that your HSA is an individual trust or custodial account pursuant to Internal Revenue Code Section 223. The Account cannot be owned or titled as a joint account, a Uniform Transfers to Minors (UTMA) account or a Payable-On-Death (POD) account. You should designate a beneficiary or beneficiaries to receive the proceeds of your Account on your death. In the event you do not, your HSA funds will become taxable as part of your estate.

1.6 How To Open an Account

Important information about procedures for opening a new Account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information identifying each person who opens an Account, including any Authorized Users who may access your Account. This means that when you open an Account, we will ask for your name, street address, Social Security Number or Tax Identification Number, date of birth and other information that will allow us to identify you. We may ask to see identifying documents, such as a driver's license.

We may also ask for additional information and documents to help us verify your identity or the identity of any Authorized User after an Account has been opened for you. You agree to provide any such information or documents upon request and that we may close your Account if you fail to do so.

1.7 Minimum Deposits and Balances

There is no minimum deposit required to open an Account and no minimum balance you need to maintain in your Account. However, if you do not have a positive balance in your Account for over ninety (90) days, we may, at our sole discretion, close your Account.

1.8 Interest Disclosure

This Account is not interest-bearing. No interest will be paid on this Account.

1.9 Power of Attorney and Attorneys-In-Fact

We may allow you to give another person (known as an "attorney-in-fact") power of attorney to act on your behalf for your Account. You must obtain written approval from us before we will honor any power of attorney. Email us at support@joinforma.com for approval if you plan to create a power of attorney. Please be aware that it may take up to two weeks for us to review your request. If approved, we will honor orders and instructions from your attorney-in-fact until (1) we receive a written revocation from you; (2) we are notified that you or your attorney-in-fact have died or become incapacitated; or (3) we terminate our acceptance of the power of attorney. We may terminate our acceptance at any time, for any reason and without notice to you, and you agree not to hold us liable for any damages that may result from such action. You also agree to hold us harmless for any actions we take based on the instructions of your attorney-in-fact, including if it is later determined that your power of attorney was invalid or improperly executed.

1.10 Death or Incapacity

You agree that if we receive notification or if we have reason to believe that you have died or become legally incapacitated, we may place a hold on your Account and refuse all transactions until we know and have verified the identity of your heir, devisee or successor. Until we receive notice and any required proof of death or incapacitation, we may continue to accept deposits and process transactions to your Account. You agree to hold us harmless for any actions we take based on our belief that you have died or become incapacitated. If certain payments originating from government entities are deposited into your Account after your death, we may be required to return those payments to the originator upon notice.

1.11 Our Relationship With You

By opening an Account, we are establishing an Account relationship with you and committing to act in good faith and to the exercise of ordinary care in our dealings with you as defined by the Uniform Commercial Code as adopted by the state of California. Except to the extent required by applicable law, this Agreement and the Account relationship do not create a fiduciary relationship or any other special relationship between you and us.

1.12 Third-Party Service Providers

We work with one or more third-party service providers, including Unit Finance Inc. (“Unit”), in connection with your Account. Unit may assist us in processing transactions, handling account operations, and providing technological connection to the Program Partner and the Bank. By using your Account, you license and authorize us to share information with Unit and/or other third parties, on your behalf as your agent, and you expressly authorize such third parties to disclose your information to us. In particular, you agree that Unit may perform any functions on your Account that we are otherwise authorized to perform and that Unit’s access and use of your information will be governed by the terms of Unit’s Privacy Policy, available at <https://www.unit.co/clients-privacy-policy>.

1.13 Confidentiality and Our Privacy Policy

Your privacy is very important to us. Under this Agreement, we will generally only disclose information to third parties about your Account or the transactions you make:

- To verify your identity and determine if we should open an Account for you using services provided to us by third parties.
- Where it is necessary for completing a transaction.
- To verify the existence and condition of your Account for a third party such as a credit bureau or merchant.
- To comply with government agency or court orders.
- As disclosed in our Privacy Policy at <https://www.joinforma.com/legal/privacy-policy>.

- If you give us your written permission to share your information.
- To directly receive contributions from your employer or from you via payroll deductions.
- Please refer to the Bank's Privacy Policy at <https://www.mybrb.bank/privacy-policy.html> for more information about our commitment to you, your privacy rights and who we share data and information with.

In addition, we disclose your information to Unit to facilitate the Account and for other ancillary purposes. You agree to Unit's use of your information in accordance with the terms of Unit's Privacy Policy, available at <https://www.unit.co/clients-privacy-policy>.

1.14 Cell Phone Communications

By providing us with your cellular phone or other wireless device number, you are expressly consenting to receiving non-marketing communications at that number—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an auto-dialer—from us and our affiliates and agents. This consent applies to all telephone numbers you provide to us now or in the future. Your telephone or mobile service provider may charge you for these calls or messages. You also agree that we may record or monitor any communications for quality control and training purposes.

1.15 Our Business Days

Our business days are Monday through Friday 8:00 am to 6:00 pm Pacific Standard Time, excluding federal holidays.

2 Your Account Responsibilities

We strive to keep your Account secure and provide you with tools and services to help you manage your Account. However, there are certain things you should do to protect your Account and your funds.

2.1 Notify Us If Your Information Changes

You must notify us immediately if there is a change to your name, telephone number, mailing address, email address or any other information you have provided us so that we can continue to provide you with statements and important notices concerning your Account.

2.2 Keep Track of Your Transactions and Available Balance

It is important that you keep track of your transactions and the funds in your Account that are available for you to use ("Available Balance") by reviewing your transaction history. It is also important to understand that your Available Balance may not reflect transactions you have authorized that have not yet been presented to us for payment.

You are also responsible for reviewing your Account statements as they are made available to you for errors or unauthorized activity. If you identify an error or unauthorized activity, you must notify us promptly to avoid losing your money. Please refer to Section 6.5 for information concerning errors and unauthorized activity.

2.3 Protect Your Account Information

It is very important that you protect your Account information to prevent unauthorized transactions and fraud. Keep your Account number, debit card, statements secure at all times, and be careful about who you share this information with. If the Program Partner provides you with access to Online Banking Services, make sure to also keep your computer or mobile device secure at all times, with updated software, and avoid accessing the Online Banking Services when others can see your screen.

If your Account number, debit card, mobile device or Online Banking Services login credentials are lost or stolen, notify us immediately to limit your liability for unauthorized transactions that may occur. Please refer to Section 6.5 for information and applicable deadlines for notifying us of losses or theft.

3 General Rules Governing Your Account

You understand that any payment instruction or activity performed using any Online Banking Services provided to you by the Program Partner shall be deemed authorized by you and valid and we are under no obligation to investigate the instruction or activity.

3.1 Contributions to Your Account

You may make contributions into your Account using any of these methods described below. We do not charge you any fees for contributions.

- Direct deposit
- ACH transfers to your Account from a linked bank account with another institution
- Payroll deductions, if your employer is a client of Forma

All contributions into your Account are subject to maximum annual contribution limits as described in Section 1.2(C).

We will not accept deposits in person, by mail, or cash, paper check or foreign currency deposits from you or anyone on your behalf, with the exception of trustee-to-trustee transfers from other HSAs. We are not liable for deposits of any kind that you mail to us, including if it is lost in transit, lost in the mail, or otherwise not received by us.

- **Cash:** We do not accept cash deposits made in person or by mail. If you mail us a cash deposit, we will send the cash back to you.

- **Paper Checks:** If you mail a paper check to us, including personal checks, money orders or cashier's checks, we may apply the check to any negative balance you may have on your Account or send the check back to you.
- **Foreign Currency:** We do not accept any deposits in foreign currency. Any deposits received in foreign currency, whether in the form of cash or check, will be sent back to you.

We will send all items back to the address we have for you and we are not liable if you do not receive the items.

You may only deposit with us funds that are immediately available, which under applicable law are irreversible and are not subject to any lien, claim or encumbrance.

For more information about deposits and when funds from a deposit will be made available to you, please refer to Section 3.2.

3.2 Our Funds Availability Policy

It is our policy to make deposits made to your Account each business day available for withdrawal according to the table below. The end of the business day is referred to as the "deposit cutoff time". If you make a deposit before our cutoff time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cutoff time or on a day we are not open, we will consider the deposit to be made on the next business day that we are open.

If you make a deposit via...	The cut-off time is...	And those funds are available...
Direct deposit	3:00 pm Eastern Time	Same business day

The availability of funds transferred to your Account from a linked bank account held by another financial institution follow different rules. Please refer to Section 3.6 for more information.

3.3 ACH Credit Transactions and UCC Article 4A

Credit given by us with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you acknowledge and agree that we are entitled to a refund of the amount credited to you in connection with the ACH credit entry, and the party making payment to you via such entry shall not be deemed to have paid you in the amount of such entry.

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your Account, we are not required to give next day notice to you of receipt of an ACH item and will not do so. However, we will continue to notify you of the receipt of ACH items through your Account statements.

We may accept on your behalf payments to your Account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act and your

rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Virginia, unless otherwise specified in a separate agreement that the law of some other state shall govern.

3.4 Problems that Could Occur With Deposits

If a deposit or transfer to your Account is returned or rejected by the paying financial institution for any reason, or if there is an error or mistake involving a deposit or transfer, we may deduct the amount of the deposit, transfer, or error without prior notice to you. If there are insufficient funds in your Account at the time, your Account may become overdrawn. Please refer to Section 3.10 concerning overdrafts for more information.

3.5 Distributions From Your Account

You may withdraw funds up to the amount of your Available Balance in your Account for qualified medical expenses, which are tax-free. Withdrawals for any other use may be taxable.

If you have been issued a debit card for your Account, there may also be limitations that apply to your use of the card. Please refer to the applicable cardholder agreement provided to you with your card for information on any applicable limitations and other terms.

You cannot withdraw funds by check, and we do not permit you to create checks drawn on your Account.

Before permitting a withdrawal or other transaction, we may request that you provide us with additional information or documentation that we deem necessary to confirm your identity or to prevent illegal activity. We may refuse the transaction if you do not comply with our request.

3.6 Distributions To or Contributions From Linked Bank Accounts

You may be provided with the ability to link another bank account you have with another financial institution (“linked bank account”) to your HSA with us in order to make inbound contributions and outbound distributions between the linked bank account and your HSA through the Online Banking Services. An “inbound contribution” moves funds into your HSA from a linked bank account. An “outbound transfer” moves funds from your HSA to a linked bank account.

For inbound contributions, we will debit your linked bank account and credit your Account with us on the next business day after you initiate the transfer. The funds you contribute to your Account will be made available to you within five (5) business days after the funds have been credited to your Account.

For outbound distributions, we will debit your Account with us and credit your linked bank account on the next business day after you initiate the distribution. The financial institution that holds your linked bank account determines when those funds will be made available to you in your linked bank account.

The cut-off time for both inbound contributions and outbound distributions is 3:00 pm Eastern Standard Time. Transfer requests that you make on a business day before the cut-off time will be considered initiated on that day. Transfer requests that you make after the cut-off time, or on a day that is not a business day, will be considered initiated the following business day.

There are limits to the number and amount of inbound contributions you can make. Refer to Section 1.2(C) for more details.

Outbound distributions should only be made for qualified medical expenses of the account owner, his or her spouse, or dependents or to reimburse you for such expenses. Refer to Section 1.2 for more details.

You agree that you will only attempt to link a bank account for which you have the authority to transfer funds. You also agree to indemnify and hold us harmless from any claims by any person related to the linked bank account, including any other owner of the linked bank account. You may only link a bank account that is a deposit account, such as a checking, savings or money market account.

3.7 Withdrawals From Your Account

You may withdraw funds up to the amount of your Available Balance in your Account using any of the following methods and subject to the following limits:

Withdrawal Method	Limitations for Your Account
ACH transfers from your Account to a connected bank account at another institution*	No limits
Transaction Limit	\$5,000/day
* You may transfer funds between your Account and another bank account. The connected bank account must be located within the United States.	

If you have been issued a debit card for your Account, there may also be limitations that apply to your use of the card. Please refer to the applicable cardholder agreement provided to you with your card for information on any applicable limitations and other terms.

You cannot withdraw funds by check, and we do not permit you to create checks drawn on your Account.

Before permitting a withdrawal or other transaction, we may request that you provide us with additional information or documentation that we deem necessary to confirm your identity or to prevent illegal activity. We may refuse the transaction if you do not comply with our request.

3.8 No Illegal Activity, Internet Gambling and Right to Refuse Transactions

You must not use your Account for any illegal purposes or, regardless of whether it is legal or illegal, for internet gambling. We may deny any transaction or refuse to accept any deposit that we believe is related to illegal activity, online gambling or for any other reason at our discretion.

3.9 How We Post Transactions To Your Account and Determine Your Available Balance

3.9.1 Posting Overview

To understand how we post transactions to your Account, it is important to first understand the difference between your Available Balance and your ledger balance. Your Available Balance is the amount of money you have in your Account at any given time that is available for you to use. Your ledger balance is the balance in your Account at the beginning of the day after we have posted all transactions to your Account from the day before. We use your Available Balance to authorize your transactions throughout the day and determine whether you have sufficient funds to pay your transactions. Here are some additional terms that are helpful to understand:

- Credit and debit – A credit increases your balance and a debit decreases your balance.
- Post or posted – Transactions that are paid from or deposited to your Account. Posted transactions will either increase or decrease both your Available Balance and your ledger balance.
- Pending – Transactions that we receive notice of and are scheduled to post to your Account. Pending transactions affect your Available Balance, but not your ledger balance.
- Card authorization and settlement – When you use a debit card to make a purchase, the transaction occurs in two steps: card authorization and settlement. Card authorizations reduce your Available Balance, but not your ledger balance. Settlement reduces both your Available Balance and your ledger balance. Card authorizations are removed when settlement occurs or after a certain number of days have passed, whichever is sooner. Please see Section 3.8.4 for more information about card authorizations and settlement.

3.9.2 Posting Order

We receive transactions throughout the day and post them to your Account as they are received and in the order that they are received. Note that for debit card transactions, we consider the transaction received when the merchant requests settlement, which may occur several days after you authorize the transaction. See Section 3.8.4 for additional information concerning how debit card transactions are processed.

We may change the order in which we post transactions to your Account at our discretion and without notice to you. It is therefore important for you to keep track of the deposits you make and the transactions you authorize to make sure there are sufficient funds in your Account to cover all transactions and any applicable fees.

3.9.3 Determining Your Available Balance

To determine your Available Balance, we start with your ledger balance at the beginning of the business day, add any pending credits or deposits that we make available to you, and subtract any card authorizations and pending debits. All transactions are debited or credited from your Available Balance in the order received.

You may check your Available Balance by logging into the Forma website or accessing the Forma mobile app. Keep in mind that your Available Balance may not reflect every transaction you have initiated or previously authorized. For example, your Available Balance may not include transactions you have authorized that we have not received.

3.9.4 Debit Card Authorizations

If you are issued a debit card with your Account, you will be able to use your card to pay for goods or services related to qualified medical expenses for you, your spouse, and/or your dependents.

When you engage in a transaction with a merchant using your debit card, the merchant will request preauthorization (“card authorization”) for the transaction. If there are sufficient available funds in your Account, we will approve the request and reduce your Available Balance for as long as the card authorization remains on your Account.

Your Available Balance will generally be reduced by the amount of the card authorization.

The card authorization will remain on your Account until the merchant sends us the final amount of the transaction and requests payment (“settlement”). If the merchant does not request settlement, or the merchant is delayed in requesting settlement, the card authorization will automatically be removed after 3 days. However, certain merchants such as hotels may hold for a period of up to 7 days.

You are responsible for substantiating that the card spending is for qualified medical expenses and maintain sufficient records to do so.

It is important to understand that the merchant controls the timing of card authorizations or settlement. A merchant may request settlement after the card authorization has been removed from your Account. This means that if you use the funds in your Account after the card authorization has been removed and the merchant later requests settlement, your Account may become overdrawn. A merchant may also request settlement for an amount that is different than the card authorization. Therefore, it is important that you keep track of your transactions and your balance. Once we have approved a card authorization, we cannot stop the transaction and you will be responsible for repaying any negative balance that may occur.

3.10 Statements

Statements will periodically be provided to you by email if your Account is not inactive. You will receive a statement monthly if you have transactions on your Account during the statement period. If there were no transactions on your Account, we will provide you statements at least quarterly. You will not receive paper statements.

3.11 Overdrafts, Nonsufficient Funds and Negative Balances

We do not permit you to overdraw your Account. If the Available Balance in your Account is not sufficient to cover any transaction you have authorized, we may return the transaction or refuse to process the transaction. However, there may be instances where your Account can still go into the negative, such as if a deposit you make is returned. You must make a deposit immediately to cover any negative balance. If your Account has a negative balance for sixty (60) calendar days or more, we may close your Account.

3.12 Closing Your Account and Account Suspensions

You can close your Account at any time and for any reason by email at support@joinforma.com. We reserve the right to refuse your request if you have a negative balance on your Account. We recommend that you transfer or withdraw any funds you may have in the Account prior to submitting a request to close the Account to avoid delays in receiving your funds.

We may also suspend or close your Account at our discretion with or without notice. This includes if we believe you are using your Account for fraudulent or illegal purposes or in violation of law or regulation, this Agreement, any other agreement you may have with us or Unit, or if you otherwise present undue risk to us or Unit. We are not responsible to you for any damages you may suffer as a result of the closure or suspension of your Account.

If your Account is closed, we will return any funds you may have in the Account, minus any outstanding fees, to you by paper check to the address we have on file. We may return any funds you have in the Account, minus any outstanding fees, by ACH transfer only if you authorize us to return such funds via ACH transfer to another bank account prior to Account closure. The closure of your Account or termination of this Agreement does not impact any right or obligation that arose prior to closure or termination, or any right or obligation that, by its nature, should survive termination (including, but not limited to, any indemnification obligation by you, our limitations of liability, and any terms governing arbitration).

4 Dormancy, Inactivity and Unclaimed Property

State law and our policy govern when your Account is considered dormant. Your Account is usually considered dormant if you have not accessed your Account, communicated to us about your Account or otherwise shown an interest in your Account within the period of time specified under applicable law. Each state has varying laws as to when an account becomes dormant, and we may be required to send the balance in your Account if it becomes dormant to the state of your last known address. We will make reasonable efforts to contact you if required by applicable law before transferring the remaining balance of your Account to the applicable state. After we surrender the funds to the state, you must apply to the appropriate state agency to reclaim your funds. You can avoid the surrender of your funds by simply conducting transactions, contacting us about your Account or replying to any abandoned property notices we may provide to you.

We may also place your Account in an inactive status if you have not had any transactions, contacted us about your Account, or replied to any notices we may provide to you for at least three (3) months. If your Account becomes inactive, you may not receive statements or be able to conduct certain transactions. Inactive Accounts must be reactivated. Contact us by email at support@joinforma.com to reactivate your Account.

5 Account Fees and Fee Schedule

At this time, there are no fees associated with this Account. Fees are subject to change at any time. We will provide you advance notice of any changes where required by law.

6 Electronic Fund Transfers

Your Account allows you to withdraw funds up to the Available Balance or make deposits through Electronic Fund Transfers (“EFTs”). EFTs are transactions that are processed by electronic means and include, among others, ACH transfers, debit or ATM card transactions and direct deposits. This Section provides you with information and important disclosures and terms about the EFTs that are permitted on your Account. You may also receive additional services through Online Banking Services provided by Forma, that allow you to initiate EFTs to and from your Account that are not described in this Agreement. You will be provided separate agreements and disclosures applicable to those services by Forma.

6.1 Types of EFTs Supported by Your Account

Your Account allows the following types of EFTs:

- Direct deposits from your employer or other source of income
- Transfers to or from your Account to or from a linked bank account (see Section 3.6)
- Transfers to or from your Account to a merchant or other third party by providing the third party with your Account routing number and account number
- Purchases or other transactions using your debit card

6.2 Limitations on EFTs

There are limitations on the frequency and amount of transactions you can make to or from your Account. These limits are different for each type of transaction. For limits that apply to transactions that credit or deposit funds into your Account, please refer to Section 1.2 concerning deposits. For limits that apply to transactions that debit or withdraw from your Account, please refer to Section 3.5 concerning withdrawals. For limits that apply to transfers to or from your Account from a linked bank account, please refer to Section 3.6. These security-related limits may change from time to time.

If you have been issued a debit card or ATM card for your Account, there may also be transaction limitations that apply to your use of the card. Please refer to the applicable cardholder agreement provided to you with your card for information on any limitations and other terms.

6.3 Information and Documentation of Your Transactions

We will provide you information about each transaction that debits or credits your Account on your statements. Please refer to Section 3.9 for information about statements. You may also view your Account information through the Forma website or in the mobile application. You may also contact us support@joinforma.com for information concerning your Account or your transactions.

If you are provided with a debit card, you can get receipts at the time you make a withdrawal at an ATM or a purchase at a point-of-sale terminal when using your card.

6.4 Preauthorized Transfers, Your Right to Stop Payment and Notices of Varying Amounts

If you authorize us or another company or person to withdraw from your Account on a regular basis (such as when you sign up for “autopay” to pay a monthly bill), it is called a Preauthorized Transfer. You may request that we place a stop payment on Preauthorized Transfers, as well as get notification when the amount of a particular withdrawal will be different from the amount of the last withdrawal.

6.4.1 How to Request a Stop Payment

If you authorize a company or person to take payments from your Account on a regular basis through a Preauthorized Transfer, you can request that we stop any of these payments by emailing us at support@joinforma.com at least five (5) business days before the next payment is scheduled to be made.

Make sure to provide us with (1) your name, (2) your Account number, (3) the company or person taking the payments, and (4) the date and amount of the scheduled payment you wish to stop. If you want all future payments from that company or person stopped, be sure to tell us that as well. If you do not provide us with the correct information, such as the correct payee or the correct amount of the payment you wish to stop, we may not be able to stop the payment.

You may be charged a fee for each stop payment you request. Please refer to Section 5 for fees applicable to your Account.

6.4.2 Notices of Varying Amounts

If these regular payments vary in amount, the person or company you are paying will tell you ten (10) days before each payment when it will be made and how much it will be. You may be given the option to only get this notice when the payment differs by more than a certain amount from the previous payment, or when the amount will fall outside certain limits that you set.

6.5 Questions About Your EFTs and Reporting Errors or Unauthorized EFTs

You may contact us by email at support@joinforma.com with questions concerning EFTs that occur on your Account.

You may also contact us at that email address to report errors or unauthorized EFTs. Be sure to contact us immediately if you believe that an error or unauthorized EFT has occurred or may occur concerning your Account, or if your Account, debit card, ATM card or Online Banking Services login credentials have been lost, stolen or compromised. You must contact us no later than thirty (30) days after we sent the FIRST statement on which the error or unauthorized EFT appeared. You must provide us with the following information:

- Your name and Account number.
- A description of the error or the EFT you are unsure about and why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

After receiving your notice of error or unauthorized EFT, we will investigate and provide you with the results and any corrections we make to your Account.

6.6 Our Liability for a Failure To Complete A Transaction

We will respond to notices of errors or unauthorized EFTs and requests to stop payments in a reasonable manner and time. You agree that in no event will we be liable in an amount exceeding the lesser of five thousand dollars (\$5,000) or the actual amount of your loss. You also agree that we will not be liable for any amount that you may incur if you:

- Do not tell us about an error or unauthorized EFT within thirty (30) days after the first statement showing the error or unauthorized EFT is made available to you; or
- If you do not provide us with the information necessary to place a stop payment on a Preauthorized Transfer in a timely manner.

In addition, we are not liable for any losses you may incur in any of the following circumstances:

- If the Available Balance in your Account is not sufficient to complete the transaction through no fault of ours.
- If the ATM you use does not have enough cash.
- If the failure is due to an equipment or system breakdown, such as a problem with the Online Banking Services provided by the Program Partner, that you knew about before you began a transaction.

- The failure was caused by an Act of God, fire or other catastrophe, or any other cause beyond our control despite reasonable precautions we have taken.
- If your funds are not available due to a hold or if your funds are subject to legal process.
- If we do not complete a transaction because we or Unit has reason to believe the transaction is unauthorized or illegal.
- If your Account is closed or inactive.

There may be additional exceptions stated in our or Unit's agreements with you or permitted by law.

7 Other Legal Terms and Conditions

7.1 No Assignments

Your Account and your obligations under this Agreement are not transferable and not assignable as collateral for a loan or for any other purpose. We may transfer our rights under this Agreement.

7.2 Sub-Accounts

For regulatory reporting and accounting purposes, your Account may consist of two sub-accounts: a transaction sub-account to which all financial transactions are posted; and a savings sub-account into which available balances above a pre-set level are transferred daily. Funds will be transferred to your transaction sub-account to meet your transactional needs.

Both sub-accounts are non-interest bearing.

Transfers can occur on any Business Day. Transfers to the savings sub-account will be made whenever available balances in the transaction sub-account exceed a preset level. Transfers from the savings sub-account to the transaction sub-account will be made whenever the transaction sub-account balances fall below a predetermined level. Because banking regulations limit the number of transfers between these types of sub-accounts, all balances in the savings sub-account will be transferred to the transaction sub-account with the sixth transfer in any statement period.

Both sub-accounts are treated as a single Account for purposes of your deposits and withdrawals, access and information, tax reporting, fees, etc. and do not affect your use of the Account.

7.3 Investment HSA Accounts

If you're participating in an investment HSA, you will have a sub-account for your investments. Funds that are transferred to your investment sub-account are not insured by the FDIC. The investment account is governed by terms and conditions in a separate agreement provided to you at the time you opened the investment account.

7.4 Legal Processes and Claims Affecting Your Account

If we receive a levy, attachment, or other legal process against you (collectively, "Legal Process"), we may refuse to permit withdrawals or transfers from your Account until the Legal Process is dismissed or satisfied. Any Legal Process will be subject to our right of set-off and security interest. You are responsible for any losses, costs or expenses we incur as a result of any dispute or legal proceeding involving your Account. If we receive a claim against the funds in your Account, or if we know of or believe that there is a dispute as to the ownership or control of funds in your Account, we may, in our discretion: (1) place a hold on your Account and refuse to pay out any funds until we are satisfied that the dispute is settled; (2) close your Account and send the balance to the named account holder; (3) require a court order to act; or (4) take any other action we feel is necessary to protect us. We will not be liable to you for taking any such action.

7.5 Limitation of Liability and Disclaimer of Warranty

EXCEPT AS REQUIRED BY LAW, WE ARE NOT LIABLE FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM OUR FAILURE TO ACT, OR ANY DELAY BEYOND TIME LIMITS PRESCRIBED BY LAW OR PERMITTED BY THIS AGREEMENT IF SUCH FAILURE OR DELAY IS CAUSED BY MAINTENANCE OR INTERRUPTION OR MALFUNCTION OF EQUIPMENT OR COMMUNICATION FACILITIES, UNUSUAL TRANSACTION VOLUME, SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, GOVERNMENT ACTION, ACTS OF WAR, TERRORISM OR CIVIL STRIFE, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF BLUE RIDGE BANK, N.A. EXCEPT AS REQUIRED BY LAW, OUR LIABILITY TO YOU FOR A CLAIM IS LIMITED TO THE FACE VALUE OF THE ITEM OR TRANSACTION, OR THE ACTUAL VALUE OF ANY FUNDS NOT PROPERLY CREDITED OR DEBITED. IN NO EVENT WILL WE OR UNIT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS REQUIRED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE SHALL ONLY BE RESPONSIBLE AND LIABLE FOR OUR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT. WE SHALL NOT BE LIABLE TO ANY THIRD PARTY OR FOR ANY ACT OR OMISSION OF YOURS OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES USED BY US IN EXECUTING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR PERFORMING A RELATED ACT AND NO SUCH THIRD PARTY SHALL BE DEEMED TO BE OUR AGENT.

IN ADDITION, EXCEPT AS REQUIRED BY LAW, BLUE RIDGE BANK, N.A. IS NOT LIABLE OR RESPONSIBLE FOR ANY SERVICES OR FEATURES OF ANY ONLINE BANKING SERVICES PROVIDED TO YOU BY FORMA. WE ARE ALSO NOT LIABLE FOR ANY UNAUTHORIZED ACCESS OF YOUR INFORMATION OR DATA BY A THIRD PARTY DUE TO YOUR USE OF THIRD-PARTY COMMUNICATION CHANNELS NOT OFFERED BY US.

ALL BANK SERVICES AND ACCOUNT FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THE BANK'S SERVICES OR ACCOUNT FEATURES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

7.6 Indemnification

You agree to indemnify and hold us and our respective officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers harmless for any losses, damages, suits and expenses, including reasonable attorneys' fees, that we may incur, without regard to the merit or lack thereof, arising out of, or related in any way to (1) the matters set forth herein; (2) our taking any action or not taking any action that we are entitled to take pursuant to this Agreement; (3) any action or omission by you; or (4) our action or inaction in reliance upon oral, written or electronic instructions or information from you.

Equally, you agree to indemnify and hold Unit and its officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers harmless for any losses, damages, suits and expenses, including reasonable attorneys' fees, that we may incur, without regard to the merit or lack thereof, arising out of, or related in any way to (1) the matters set forth herein; (2) our taking any action or not taking any action that we are entitled to take pursuant to this Agreement; (3) any action or omission by you; or (4) our action or inaction in reliance upon oral, written or electronic instructions or information from you.

7.7 Changes in Terms and Additional Services

We may change this Agreement, or any fees and features of your Account, at any time by posting an amended Agreement on the Forma website, <https://www.joinforma.com/>, and any such amendment shall be effective upon posting. We will give you advance notice of any change where required by law. We may provide such notice to you with your statement, electronically, or by mail. Any notice we provide to you will be binding and sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service. We may change or terminate this Agreement without notice at our discretion or to comply with any appropriate federal or state law or regulation. If you do not agree with the changes to the Agreement, your sole remedy is to request the closure of your Account.

If we make any of our other banking services available to you in connection with your Account, we may provide certain terms and conditions for those additional services to you in a separate agreement or disclosure.

7.8 No Waiver of Rights

We may waive or decline to enforce any of our rights under this Agreement without obligating ourselves to waive such rights in the future or on any other occasion. We may release any other person obligated under this Agreement without affecting your responsibilities under this Agreement.

7.9 Conflicts and Section Headings

If there is a conflict between this Agreement and any other document or statement made to you concerning the Account, this Agreement will govern. If there is a conflict between this Agreement and any other document or statement made to you concerning any services or products other than the Account, the separate terms and conditions applicable to that service or product will govern. Section headings that appear in this Agreement are for convenience purposes only and are intended to help you find information. They should not be construed as affecting the meaning of the Agreement.

7.10 Severability

If any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected. To the extent permitted by law, the parties waive any provision of law which prohibits or renders unenforceable any provisions of this Agreement, and to the extent that such waiver is not permitted by law, you and us agree that such provision will be interpreted as modified to the minimum extent necessary to render the provisions enforceable.

7.11 Governing Law, Forum and Time Limits

All actions relating to your Account and this Agreement will be governed by the laws and regulations of the United States and the state of California where your Account will be opened, irrespective of conflict of law principles. You agree that any dispute arising under this Agreement or relating in any way to your relationship with us that is not arbitrated will be resolved in a federal or state court located in Virginia and that you will be subject to such court's jurisdiction.

Except where prohibited by law, you agree that you must file any lawsuit or arbitration against us within two (2) years after the claim arises unless federal or California law, or another agreement you have with us, provides for a shorter time. If federal or California law requires a longer time period than the time periods in this Agreement, you agree to the shortest time period permitted under the law.

8 Arbitration and Waivers

BE SURE THAT YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US.

8.1 Election to Arbitrate.

You, Forma and the Bank agree that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this Section 8 (the "Arbitration Provision"). As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement, including the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. Please note that you may continue to assert Claims in small claims court, if your Claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

8.2 Applicability of the Federal Arbitration Act; Arbitrator's Powers.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA"). The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set

forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

8.3 Informal Dispute Resolution.

If a Claim arises, our goal is to address your concerns and, if we are unable to do so, to provide you with a neutral and cost-effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you will first submit your Claim to us by email at support@joinforma.com and provide us with the opportunity to resolve your concern prior to initiating arbitration.

8.4 Arbitration Procedures.

The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or Judicial Alternatives and Mediation Services ("JAMS"). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1 (800) 778-7879 or visit the AAA's web site at: www.adr.org. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit their web site at: www.jamsadr.com. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. The arbitration will be held in the United States county where you live or work, or any other location we agree to.

8.5 Arbitration Fees.

If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

8.6 Appeals.

Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

8.7 No Class Actions.

NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this Section 8.7, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Section 8.7 shall be determined exclusively by a court and not by the administrator or any arbitrator.

8.8 Survival and Severability of Arbitration Provision.

This Arbitration Provision shall survive the termination of this Agreement. If any portion of this Arbitration Provision other than Section 8.7 is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If there is a final judicial determination that applicable law precludes enforcement of this Arbitration Provision's limitations as to a particular claim for relief or particular term, then that claim (and only that claim) or that term (and only that term) must be severed from the Arbitration Provision and may be brought in court. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in Section 8.7 are finally adjudicated pursuant to the last sentence of Section 8.7 to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

8.9 Judicial Forum for Claims.

Except as otherwise required by applicable law, in the event that this Arbitration Provision is found not to apply to you or your Claim, you and the Bank agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of California. Both you and the Bank consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.

8.10 WAIVER OF RIGHT TO LITIGATE.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.