Welcome to your Health Savings Account (HSA)

05/03/2018

Dear United,

Thank you for opening your HSA with Optum Bank®, Member FDIC and for enrolling with UnitedHealthcare for your qualifying high-deductible health plan (HDHP). You’ve made a smart choice by opening an HSA - it’s an important savings tool to help pay for qualified health care expenses now and for the future. Getting the most out of your benefits and your HSA begins with understanding what they can do for you.

Here’s how to get started:

1. **Access your account.** Visit myuhc.com®, a personalized website that helps you easily access your health plan and HSA information. Click "Health Savings Account/Optum Bank HSA" then "Access your Optum Bank HSA" to deposit funds and access additional investing tools. Consider going green by selecting "online" for your communication preferences. You will receive email notifications when your bank statements and tax documents are available online.

2. **Check your mail.** You’ll receive your Optum Bank debit Mastercard® in a separate mailing. The card will be postmarked three to six business days from the date of request. Please allow time for USPS delivery.

3. **Download the Optum Bank app.** Pay bills, view transactions, upload receipts, learn about qualified medical expenses and more. Available for Apple and Android™ devices.

4. **Start saving.** Building your Optum Bank HSA is easy with options like payroll deductions (if your employer offers it), one-time contributions and recurring contributions. Even small deposits can turn into big savings. Remember, the funds in your account are yours to keep even if you change health plans or insurance providers. And your money rolls over from year to year to help pay for future qualified medical expenses.

Have questions? We’re here to help.

Contact us at myuhc.com or call us at 1-800-791-9361, Monday through Friday, 8 a.m. to 8 p.m. Eastern time.

Sincerely,

Optum Bank®

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# Privacy Notice

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

## What?
The types of personal information we collect and share depend on the product or service you have with us. This information can include:
- Social Security number and name, address, date of birth and employment information
- Account balances and transaction history; payment history, medical related payments.
- Credit history and credit scores, depending on the products or services you have with us.

When you are no longer our customer, we continue to share your information as described in this notice.

## How?
All financial companies need to share personal customer information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Optum Bank chooses to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does Optum Bank share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For our everyday business purposes</strong> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our marketing purposes</strong> — to offer our products and services to you</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For joint marketing with other financial companies</strong></td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong> — information about your transactions and experiences, which is not used by affiliates to market their products to you</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong> — information about your creditworthiness</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td><strong>For affiliates to market to you</strong></td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td><strong>For nonaffiliates to market to you</strong></td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

## Questions?
Please call 1-800-791-9361 or visit us online at myuhc.com.
## What we do

<table>
<thead>
<tr>
<th>How does Optum Bank protect my personal information?</th>
<th>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. We maintain physical, electronic and procedural safeguards to protect your nonpublic personal information, including restrictions on access to your confidential information.</th>
</tr>
</thead>
</table>
| How does Optum Bank collect my personal information? | We collect your personal information, for example, when you:
- Open an account
- Use your payment card or make deposits or withdrawals
- Update your contact information
Depending on your product, we also collect your personal information from others, such as credit bureaus, affiliates or other companies. |
| Why can't I limit all sharing? | Federal law gives you the right to limit only:
- 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
State laws and individual companies may give you additional rights to limit sharing. |

## Definitions

<table>
<thead>
<tr>
<th>Affiliates</th>
<th>Companies related by common ownership or control. They can be financial and non-financial companies.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Our affiliates include companies within UnitedHealth Group and those companies that share the Optum name; financial companies such as OptumHealth Financial Services and UnitedHealthcare Insurance Company; non-financial companies such as OptumInsight and UHG Print Services; and others such as United HealthCare Services, Inc. and Optum Specialty Benefits, Inc.</td>
</tr>
<tr>
<td>Nonaffiliates</td>
<td>Companies not related by common ownership or control. They can be financial and non-financial companies.</td>
</tr>
<tr>
<td></td>
<td>Optum Bank does not share with nonaffiliates so they can market to you.</td>
</tr>
<tr>
<td>Joint marketing</td>
<td>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</td>
</tr>
<tr>
<td></td>
<td>Optum Bank does not engage in any joint marketing.</td>
</tr>
</tbody>
</table>
Truth in Savings New Account Disclosure

DISCLOSURE OF INTEREST AND ACCOUNT TERMS

Rate Information
The interest rate and annual percentage yield (APY) on the full balance in your account will be on a tiered basis at the stated interest rate that corresponds to the applicable deposit tier, as described in the table below.

- If your daily balance is $15,000.00 or more, the interest paid on the entire balance in your account will be 0.40% with an APY of 0.40%.
- If your daily balance is between $5,000.00 and $14,999.99, the interest paid on the entire balance of your account will be 0.20% with an APY of 0.20%.
- If your daily balance is between $2,000.00 and $4,999.99, the interest paid on the entire balance of your account will be 0.10% with an APY of 0.10%.
- If your daily balance is between $1,000.00 and $1,999.99, the interest paid on the entire balance of your account will be 0.05% with an APY of 0.05%.
- If your daily balance is between $500.00 and $999.99, the interest paid on the entire balance of your account will be 0.05% with an APY of 0.05%.
- If your daily balance is between $0.00 and $499.99, the interest paid on the entire balance of your account will be 0.05% with an APY of 0.05%.

Compounding and crediting
Interest will accrue daily based on the balance of funds on deposit in your account and will be credited on the last day of each month. If you close your account on any day other than the last day of the month, you will forfeit any interest accrued for that month.

Balance and computation method
We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the balance in the account each day.

Minimum average balance requirement
Please refer to our Schedule of Fees. The average balance is calculated by adding the balance in the account for each day of the month and dividing that figure by the number of days in the month.

Accrual of interest on deposit other than cash
Interest will begin to accrue on the business day you deposit non-cash items (for example, checks) into your account.

Schedule of Fees
Optum Bank®, Member FDIC, wants you to understand the fees associated with your health savings account (HSA). In the chart below, we’ve outlined the fees and how they may apply to your account.

Standard fees

<table>
<thead>
<tr>
<th>Monthly Maintenance Fee</th>
<th>ATM and Outbound Transfer Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2.75 - Waived if average balance is $3,000.00 or more*</td>
<td>$2.50 per transaction. In addition to our fee, the bank/ATM you use to withdraw funds may charge you their own fee.</td>
</tr>
<tr>
<td>Includes use of: Health Savings Account Debit Mastercard® – to pay charges directly</td>
<td>$2.00 per Outbound Transfer or Rollover to another HSA Custodian.</td>
</tr>
<tr>
<td>Online Bill Payment and Mobile Access</td>
<td></td>
</tr>
<tr>
<td>Receipt Vault – allows you to upload and store images of the receipts online</td>
<td></td>
</tr>
</tbody>
</table>

THE AVERAGE BALANCE REQUIRED TO WAIVE THE MONTHLY MAINTENANCE FEE DOES NOT INCLUDE INVESTMENT FUNDS.
extension of credit, or engaging in or directing us to engage in any prohibited
transaction, within the meaning of Section 4795 of the Code.

6. The HSA is established by you pursuant to federal tax law, and is neither endorused by or sponsored by your employer or any other third-party. Your HSA is
an individual custodial account arrangement between you and us. As a result, the
HSA is not part of an ERISA benefit plan, even if a third-party contributes to your
HSA, pays your HSA maintenance fees), or you make pre-tax contributions under your
cafeteria plan.

7. To help the government fight the funding of terrorism and money laundering
activities, federal law requires us to obtain, verify, and record information that
identifies each person who opens an HSA. As a result, when you open an HSA,
we will ask for your name, address, date of birth, Taxpayer Identification Number
(TIN) and other information that will allow us to identify you. We may also ask to
see your driver’s license or other identifying documents. You must have a
physical address in the United States and we reserve the right to decline your
HSA request if we are not able to fully verify your personal information.

B. Eligibility
You acknowledge and agree that you are solely responsible for determining whether
you are eligible to open an HSA as defined in the Code and that we are not responsible
for verifying your status as an eligible individual. By using the HSA, you represent and
warrant that you are eligible to establish and contribute to an HSA or have a
contribution made on your behalf, and meet all other necessary eligibility criteria,
including, at a minimum: (i) covered as a participant or covered dependent under a
high deductible health plan ("HDHP"); (ii) not enrolled in disqualifying non-high
deductible coverage maintained by you, your spouse, your employer or through any
other source; (iii) not entitled to benefits under Medicare; and (iv) cannot be claimed as
a dependent on another person’s tax return.

C. Deposits/Contributions
1. There is no minimum contribution required to open an HSA. Except as provided in the HSA Documentation, there is no minimum balance requirement. However, we reserve the right to close the HSA in accordance with the terms and conditions of this Agreement.

2. All contributions to your HSA must be in U.S. Dollars. You hereby authorize and
direct us to accept contributions that are made by you or by others on your
behalf and to act without further inquiry in accordance with the instructions
given to us by you or any third-party authorized or appointed to act on the HSA,
including any instructions that specify a particular tax year for contributions.

3. Funds contributed to an HSA that remain uninvested and on deposit at the Bank
are insured up to the applicable limit by the Federal Deposit Insurance
Corporation ("FDIC"). The amount of insurance coverage available to you
depends on the number of accounts you have with us and the ownership of such
accounts. For additional information, you may visit the FDIC’s website at
www.fdic.gov.

4. Contributions for any given tax year may be made at any time before the
deadline for filing your federal income tax return for such year (without
extensions). All contributions received by us during a calendar year (other than
rollover contributions or direct transfers) will be considered made for that
calendar year for purposes of reporting. At our discretion, we may allow deposits
for a prior or subsequent calendar year consistent with the requirements of Code
Section 223 and any administrative procedures implemented by us.

5. Except for rollover contributions that we accept, deposits are limited to the
statutory maximum contribution allowed under Section 223 of the Code
(including any additional contributions allowed for individuals age 55 or over
under Section 223(b)(3)(B) of the Code). At our discretion, we may require you to
provide certification to us that you have attained the age of 55 before we accept
any catch-up contribution amounts. You acknowledge that the Internal Revenue
Service ("IRS") imposes an excise tax upon any excess contribution that is made
to your HSA and for each year in which the excess remains in your HSA. You
hereby agree that we are not responsible for determining whether contributions
to your HSA exceed the maximum annual contribution limit. If you determine that
an excess contribution has been made, or you notify us that you are not eligible
under the Code to make a contribution or have a contribution made on your
behalf, we will refuse such contribution or return the excess contribution, and net
earnings (if any) attributable to that contribution determined in accordance with
applicable law.

6. Funds you deposit in an HSA will become available to you in accordance with the
timeframes set forth in the HSA Documentation. Upon a contribution or deposit,
you may not withdraw the funds and we will not use the funds to pay
distributions or withdrawals that you have authorized or made from your HSA
between the time that you contribute the funds and the funds become available
to you. You agree not to initiate any transaction the amount of which would
exceed the available balance. We reserve the right to require at least seven days’
written notice prior to withdrawal of funds from the HSA. Unless otherwise
instructed by you, contributions received by us after 2:00 p.m. Mountain Time
Monday through Friday or on a weekend or holiday will be considered to be
made on the next full banking day. We reserve the right to refuse, limit or return
any funds received for deposit. All contributions accepted from you are subject to
verification. Your HSA online statement will reflect all amounts credited to your
HSA. In accordance with applicable law, we reserve the right to reject and/or
return any contributions and correct errors (whether made by us or your
employer, if applicable). Any adjustments for errors in addition or subtraction will
be posted to your HSA. Your HSA may also be adjusted for items you have
deposited that we determine require special handling (e.g., verification of prior
endorsements).

7. You will earn interest on the funds on deposit in your HSA at the rate established
by us as described in the HSA Documentation. Interest will accrue daily based on
the balance of funds on deposit in your HSA and will be paid on the last banking
day of the month. This means that if you close your account before accrued
interest is paid by us, any interest accrued up to the date the account is closed
will be forfeited and no interest for that month will be paid. The interest rate
and annual percentage yield on the full balance in your HSA will be on a tiered basis,
as described in the HSA Documentation. Your interest rate and annual
percentage yield (in any or all categories set forth in the Truth In Savings
provisions of the HSA Documentation) may change at any time thereafter at our
discretion, and without notice.

8. You will be responsible for and pay all fees, charges and assessments set forth in
the HSA Documentation for the services we perform for you in connection with
your HSA, including but not limited to any and all fees disclosed on the Schedule
of Fees. An employer or other third-party may pay certain fees on your behalf,
but you are responsible for any unpaid fees. To the extent permitted by
applicable law, you authorize us to withdraw all fees, charges and assessments
from the balance in your HSA. You agree that we may add, subtract or adjust the
amount or type of any fee, deposit, withdrawal or assessment from time to time
without your consent. However, to the extent that we introduce new fees or increase existing fees, we will give you advance notice of such changes, as required by law. You also understand and agree that we receive compensation from third parties related to debit card use and that this compensation is in addition to any administrative fees related to the HSA. Information relating to such fees is available upon written request.

D. Operational Accounts
In our capacity as custodian of the HSA, we may establish and maintain certain
record-keeping sub accounts for the efficient administration and management of
the HSA. The HSA may consist of a transactional Negotiable Order of Withdrawal (NOW)
sub account and a savings sub account and we may periodically transfer funds
between these two sub accounts. Your Bank statement will show a single balance
representing the total funds in the two sub accounts. The same interest rate will apply
to both sub accounts and interest will be paid on the total account balance regardless
of how funds are distributed between the sub accounts.

E. Distributions
1. You may withdraw all or any part of the balance of your HSA at any time upon
your direction. Except as provided in the HSA Documentation, only you and any
authorized signer you designate through the process established by us can
initiate distributions from your HSA.

2. You are solely responsible for substantiating and documenting that HSA funds
are used to pay or reimburse qualified medical expenses of you, your spouse,
or your dependents as defined in the Code. You are also solely responsible for
determining the federal and state tax treatment and reporting of any
distributions from the HSA, whether made by a check provided to you in
connection with your HSA (“Check”), a debit card or other access device issued
to you or an authorized signer of your HSA (“Debit Card”), or a third-party
transfer from your HSA. We do not, and are not required to, determine whether
any distribution is for the payment or reimbursement of qualified medical
expenses or correct any mistaken distributions.

3. We will not return original Checks to you. Processed Check images will be made
available to you on our website. We are not responsible for actions taken by
other banks, or for the loss or destruction of any Checks, drafts or other
instruments in the possession of other banks or in transit. We may return unpaid
any Check on your HSA that is not on a form we provided to you, or which is
presented to us before its date. We will not be responsible for paying or
certifying postdated Checks on your HSA. You may ask us in writing at Optum
Bank, P.O. Box 271629, Salt Lake City, UT 84127-1629 to stop payment on a
Check drawn on your HSA that has not yet been paid by us. We will honor any
written stop payment request from you which is received by us at least two
business days before the Check is presented to us for payment. The stop
payment order must specify the exact amount of the Check, the payee, the date
of the Check, the number of the Check and your HSA number. We will honor the
stop payment request for six months from the day your stop payment request is
made.

4. If available on your HSA, you may request that we issue a debit card to you and
to any authorized signer you designate through the process established by us
("Additional Card"), which will enable you and such authorized signer to make
distributions from your HSA. You authorize us to debit your HSA to pay for
transactions made with your Debit Card and any Additional Card and agree that
your use of the Debit Card and the use of any Additional Card issued on your
HSA is governed by and subject to the terms and conditions of the HSA.
We, and any investment adviser or other service provider we may hire, reserve
5. The HSA Investments in which you are able to invest are selected by investment
4. Other than as made available to you online through our website, you hereby
3. You acknowledge and agree that the HSA Investments or any other investment
2. You understand and agree that if a mutual fund is removed by the Bank from the
1. At our election, investment options permitted under applicable law, including but
limit not to, mutual funds (HSA Investments), may be made available for all or
a portion of the balance in your HSA in excess of a minimum amount established
by us. The HSA Investments are not FDIC-insured, not bank issued or guaranteed,
and are subject to investment risks, including fluctuations in value and the possible loss of the principal amount invested.

2. You acknowledge and agree that the HSA Investments or any other investment
options made available by us are made available solely online through our website at optumbank.com. By your online registration and use of the HSA
Investments, you consent to and agree that all notices, and documentation (including but not limited to, prospectuses, statements of additional information
and reports to shareholders), and other information related to your HSA investments will be made available to you on or through our website. You
understand that mutual fund shares are sold by prospectus only. You agree that
you will read and understand the prospectus for each of the mutual fund HSA
Investments you select. If you would like to receive a paper copy of any of these
prospectuses, statements of additional information, shareholder reports, or other fund documentation, you may receive it at no additional cost to you by calling the respective mutual fund’s toll free shareholder service number contained in its prospectus during normal business hours.

3. Other than as made available to you online through our website, you hereby
decline or waive the receipt of any and all confirmations of your trades in HSA
Investments. You may obtain immediate confirmation of any transaction in the
HSA Investments by either using the Print Screen function following each transaction, or by monitoring your HSA Investments online through the Access
Investments tab. If you would like to receive a written confirmation of a
transaction, please send your written request to us at Optum Bank, P.O. Box 271629, Salt Lake City, UT 84127-1629 and we will provide you with a written
copy of the confirmation at no additional cost to you.

4. We may, at our sole discretion, hire third party service providers, such as record
keepers, clearing firms, investment advisers or broker-dealers, to provide certain services with respect to the HSA Investments. We shall direct all orders received to such service providers as we may see fit for the execution of such orders and we shall maintain records thereof in accordance with applicable law.

5. The HSA Investments in which you are able to invest are selected by investment
advisers or other service providers retained by us in accordance with an
investment policy formulated by the adviser or other service provider. In some
instances, HSA Investments may be selected by your present or former employer,
broker-dealer or investment adviser, and no investment policy formulated by our
adviser or other service provider shall apply to the selection of such HSA
Investments. We make no representations as to the quality or performance of
any HSA Investments.

6. We, and any investment adviser or other service provider we may hire, reserve
the right to add, subtract or otherwise modify any HSA Investments made
available to you, including but not limited to, the termination of your ability to make purchases in an HSA Investment that is no longer made available by us. You understand and agree that if a mutual fund is removed by the Bank from the list of available HSA Investments, you will be given notice and thirty (30) days in which to sell and re-deploy any assets you have in such fund. If you have not taken any action to re-deploy such assets within the specified timeframe, we may and you hereby authorize us to, liquidate your interests in the fund automatically and return the proceeds to your HSA. You acknowledge that any liquidation of HSA Investments will not result in immediately available funds for deposit to your HSA and such funds will be available only in accordance with the terms and conditions applicable to the specific HSA Investment made by you and the terms and conditions of the HSA regarding availability of funds. You acknowledge that in the event we are notified of any change in your eligibility, health plan or the employer associated with your HSA, you may be required to re-enroll in the HSA Investments.

7. No part of your HSA funds may be invested in life insurance contracts; nor may the assets of the custodial account be commingled with other property except in
a common trust fund or common investment fund.

8. All HSA Investments shall be registered in our nominee name or a suitable
nominee and will be held in an omnibus account at the respective mutual fund
company for the benefit of all HSA account holders. The same nominee name may be used with respect to the assets of other HSA’s whether or not agreements similar to this one or in any capacity whatsoever. However, we, or a
service provider retained by us, shall maintain a separate accounting of the HSA Investments registered in our nominee name for the benefit of your HSA.

9. During the term of this Agreement, you hereby irrevocably assign and transfer to the Bank any and all voting rights in the shares of any and all HSA Investments of your HSA. You affirm that such irrevocable assignment shall not be construed to confer any fiduciary status upon us and may under no circumstances be revoked. You further agree that we will not be liable for any act or failure to act in connection with the voting rights assigned herein and that we may, at our sole discretion, take any action or no action as deemed necessary and appropriate by us or as permitted by applicable statute, rule or regulation.

10. HSA Investments are self-directed and you have the sole authority and responsibility to select and direct the HSA Investments. We, do not and will not provide any investment advice to you in connection with the HSA Investments of your HSA. We shall have no duty other than to follow your investment directions
and shall be under no duty to question your instructions, review, monitor or replace HSA Investments, vote any HSA Investments or exercise any investment control or discretion. At your instruction, we may provide certain automatic sweep functionality in connection with the balance in your HSA and HSA Investments. You acknowledge that in the event we are notified of any change in your eligibility, or Plan, any such automatic sweep functionality may expire and may require re-establishment by you. We shall not be liable for any investment losses sustained by you that result from your investment control over your HSA, including but not limited to, any losses sustained as a result of the expiration of any automatic sweep functionality. You acknowledge that any liquidation of HSA Investments will not result in immediately available funds for deposit to your HSA and such funds will be available only in accordance with the terms and conditions applicable to the specific HSA investment made by you and the terms and conditions of the HSA Documentation regarding availability of funds.

11. To the extent applicable, we will settle all purchases, sales, investments and reinvestments of HSA Investments only upon receipt of, and pursuant to, your
instructions (or as directed by the Beneficiary upon your death) as communicated to us, provided such instructions are given to us in a form acceptable to us. If any orders are not received in a form acceptable to us, or when received, are unclear in our opinion, we may continue to hold funds in your HSA or HSA Investments without liability for loss of income or appreciation, and without liability pending receipt of an acceptable order or clarification.

12. The price you pay for your HSA Investment shares is the net asset value (NAV) per share of the class of shares offered. The NAV of each class of shares is generally calculated as of an established cut-off time each day an HSA Investment is open for business (Trading Day). Please refer to the HSA Investment prospectus to determine when each HSA Investment is open for business and the established cut-off time. You acknowledge and agree that (i) HSA Investment purchase requests submitted before 4 p.m. ET on a Trading Day will receive that Trading Day’s NAV, while purchase requests received after 4 p.m. ET on a Trading Day will receive the next Trading Days NAV; (ii) HSA Investment sell requests submitted before 4 p.m. ET on a Trading Day will receive that Trading Day’s NAV, while sell requests submitted after 4 p.m. ET on a Trading Day will receive the next Trading Days NAV; and (iii) automatic investment sweep directions are processed by us or a third-party service provider retained by us at 4:00 p.m. ET on each Trading Day and will receive that Trading Day’s NAV. Occasionally for reasons such as power interruption, phone line interference, satellite failure, force majeure, or user error, electronic trades do not transmit properly and will be transmitted as soon thereafter as possible unless you are otherwise informed. In addition, markets may close early, which may also affect the transmission of orders. Sell requests received after an early market close will be treated as if they were received after their regularly established cut-off time. You agree that we shall not be liable for any investment losses sustained by you that result from any delay or failure that is beyond our control, including but not limited to, any losses sustained as a result of any mutual fund payment delay or other failure.

13. (a) The prospectus for each HSA Investment contains important information regarding the mutual fund, including information on any fees charged. You acknowledge that, in accordance with the prospectus, some HSA Investments impose frequent trading policies, which may result in a penalty to the Bank and/or your HSA for any redemption of funds withdrawn during the period of time following an investment. You agree to pay all redemption fees, transfer taxes or other expenses incurred in connection with the investment or reinvestment of the assets of the HSA.

(b) The mutual funds making up the HSA Investments also charge ongoing fees at the fund level, such as investment management, administrative, custodial, distribution and shareholder service fees. The Bank or its service providers may receive a portion of the shareholder servicing fees, including marketing and
services fees, and sub-administration or sub-transfer agent fees, from the mutual funds or their affiliated advisers and distributors for recordkeeping and other services provided in connection with the HSA investments, but such fees do not represent an additional direct fee or charge to you. The Bank, in turn, incurs certain costs, including costs to retain investment advisers and other entities to select mutual funds and process your orders, and these fees are used to offset these costs; any excess fees are, however, retained by the Bank and will not be remitted to you.

(c) Investment advisers retained by us, or their affiliates, may also receive fees from certain mutual funds or mutual fund affiliates and may select mutual funds that pay higher fees than competitor funds. Such advisers or affiliates of such advisers may also receive compensation as a result of the adviser’s selection of a mutual fund managed by it or an affiliate.

G. Transfer or Death of Accountholder

1. If you die or are declared legally incompetent before the entire interest in your HSA has been distributed, we can continue to accept and process contributions to your HSA until we have actual notice of the death/incompetency and have a reasonable chance to act. Upon notification, we will freeze your HSA (disallowing any withdrawals or transfers).

2. Any Beneficiary Designation Form provided by us may be revoked by you at any time by delivering written notice of the revocation to us at Optum Bank, P.O. Box 271629, Salt Lake City, UT 84127-1629, and shall be automatically revoked upon receipt by us of a subsequent Beneficiary Designation Form in valid form bearing a later execution date. Any such Beneficiary change or amendment shall not become effective until received by the Bank in accordance with instructions we provide. We reserve the right to require the written consent of any Beneficiary prior to changing an existing beneficiary designation. If there is no valid Beneficiary designation on file with us at the time of your death, your legal spouse will be deemed to be your beneficiary. If you are not married at the time of your death, the funds will be paid to your estate.

3. You represent and warrant that any beneficiary designation submitted to us is complete, accurate and satisfies all legal requirements under applicable law. We may presume that a beneficiary is legally competent until we receive written notice to the contrary.

4. In the event that the Beneficiary is your spouse, your HSA will become your spouse’s HSA as of the date of death. If your Beneficiary is not your spouse, the HSA ceases to be an HSA as of the date of death and is taxable to the Beneficiary (or your estate) in the tax year that includes the date of death, reduced by any payments made for your qualified medical expenses if paid within one year of your death. By law, certain documents must be presented to us before funds in an HSA can be transferred or paid out or the HSA closed. These documents may include, but are not limited to, a certified copy of the death certificate; letters testamentary or letters of administration; decrees of probate court; the Beneficiary Designation Form provided by us; documents evidencing that estate taxes are paid or not owed; if applicable; and any other additional documents that we may require.

5. If a request for a transfer is made pursuant to the terms of a divorce or separation agreement, we must receive the request within ninety (90) days of the effective date of the divorce or separation instrument. Please note that transferring your interest to someone other than your spouse may subject you to income tax and penalties on the transferred amount.

H. Electronic Fund Transfer Services

1. We may provide you, either ourselves or through a service provider we may hire, with electronic funds transfer ("EFT") or EFT services, which allow you to authorize and direct us, from time to time, on your behalf, to make transfers of funds to third parties in the amounts specified by you.

2. Subject to the limitations disclosed in the HSA Documentation, you may transfer funds or arrange to have preauthorized payments made to or from your HSA online at optumbank.com. For such services, you authorize us to charge or credit your HSA the amount of each payment instruction and any and all charges (applicable to the service(s) we provided to you) specified by you. We reserve the right to terminate your use of our EFT services for any reason and at any time without notifying you. You also have the right to terminate your use of the EFT services you have set up online at any time at optumbank.com. If you terminate your use of our EFT services and you have arranged for preauthorized transfers involving third parties, you are required to inform any third parties that the transfers will cease. Any termination of your use of our EFT services, whether initiated by you or us, will not affect any of your or our rights and obligations under the HSA Documentation that have arisen before the effective date of such termination.

1. Electronic Signatures

In the event that we have received your electronic signature in connection with your Account Application, we may rely on such electronic signature for purposes of your authorization of withdrawals or third-party transfers, your notices to change your name or address or your other instructions to us. We are not required to obtain your physical signature for such purposes or any other purpose, except as may be required by law.

3. Information, Changes to Information and Amendments

1. We are entitled to rely upon the information and instructions we receive with respect to your HSA, including the information contained in the HSA Application, and have no obligation to make further investigation, except as required by law or as provided in the in the HSA Documentation. We represent and warrant to you that any information or instruction you have given or will give us with respect to your HSA is complete and accurate. If we fail to receive directions regarding any transaction, or if we receive ambiguous instructions regarding any transaction, or we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act.

2. You agree to provide us with any information or documentation deemed necessary or appropriate by us to prepare any report or return, as required of us by the IRS, the Code or other applicable law.

3. We will use the most recent contact information you have provided to us to communicate with you. You are responsible for notifying us of any change in your address, name, or other contact information (including telephone number and email address). You may notify us of any changes to your address online at optumbank.com. If your name has changed, you must call us at the number listed on the back of your debit card for instructions to follow to change the way your name appears on your HSA. Informing us of your address or name change in any other manner is not sufficient. Changes to your telephone number and email
address can be communicated to us online at optumbank.com or by regular mail at Optum Bank, P.O. Box 271629, Salt Lake City, UT 84127-1629.

4. The rights, duties and obligations of both you and us with regard to your HSA are governed by the HSA Documentation and we may amend the HSA Documentation at any time without your consent. Any amendment will become effective on the date stated in the amendment; provided, that the HSA Documentation will be amended automatically to comply with any change in the Code, or other laws, as of the effective date of such change. If any provision of the HSA Documentation is found to be in conflict with the Code or other laws, the Code or such other laws will supersede that provision.

K. Notices

Any notice required regarding your HSA will be made available to you online at optumbank.com. Upon your written request, we will send you any required notice at the most current address we have in our records. All required notices shall be effective on the date we make such notice available online or on the date we send it to you. Any notice required to be given by you to us under the HSA Documentation will be effective upon receipt of the notice at Optum Bank, P.O. Box 271629, Salt Lake City, UT 84127-1629.

L. Arbitration

1. As permitted by applicable law, any claim or controversy that is not resolved informally by the parties shall, at the request of a party, be resolved by binding arbitration in accordance with the applicable commercial arbitration rules of the American Arbitration Association, except to the extent modified by the HSA Documentation. In no event may arbitration be initiated more than one year following the date the dispute arose. Any arbitration proceeding under the HSA Documentation shall be conducted in Salt Lake City, Utah. The arbitrator may construe or interpret, but shall not vary or ignore the terms of the HSA Documentation, shall have no authority to award extra contractual damages of any kind, including punitive or exemplary damages, and shall be bound by controlling law. Judgment upon an arbitration award may be entered in any court of competent jurisdiction. The parties acknowledge that because the HSA Documentation affects interstate commerce, the Federal Arbitration Act applies.

2. No dispute resolution proceeding between you and the Bank shall be permitted to be conducted in a class, representative, or private attorney general action, nor may any such proceeding be consolidated with any other dispute. The Bank and you agree that any claims related to the validity of this class waiver shall only be resolved by a court of competent jurisdiction located in Salt Lake City, Utah.

M. Periodic Statements

In accordance with the Electronic Communications provisions of the HSA Documentation, periodic statements in electronic format will be made available at no charge. You may view your statement by accessing your HSA at optumbank.com. Upon your written request to us at Optum Bank, P.O. Box 271629, Salt Lake City, UT 84127-1629, we will provide you with a written copy of your periodic statement at no charge to you. You agree to examine each statement after it is made available online or sent to you. If you notice any errors or have questions about your statement, please contact us as described in Section H (5) above.

N. Assignment, Resignation and Termination

1. We reserve the right to assign your HSA without your prior consent, provided that such assignee is qualified under the Code to be an HSA custodian or trustee. Upon any assignment of this Agreement, the assignee shall automatically become custodian of your HSA if it is qualified under the Code to serve as an HSA custodian or trustee. You acknowledge and agree that such assignment may result in loss of FDIC insurance coverage for any HSA balances for which such assignee becomes a custodian or trustee. We shall not be liable for any actions or failures to act neither on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to the HSA Documentation.

2. In the event that our organization changes its name, reorganizes, merges with any other organization, or if our entire organization (or any portion that includes your HSA) is bought by another organization, that organization shall automatically become the custodian of your HSA, but only if such organization qualifies under the Code to be an HSA custodian or trustee. If the new organization is not qualified to be an HSA custodian or trustee as required by Code Section 223, the HSA will be terminated effective as of the date the new organization takes control and you direct us to liquidate any HSA Investments and distribute to you all funds in your HSA, including any liquidated HSA Investments as provided under the HSA Documentation and the Code.

3. We can resign as custodian of your HSA at any time upon notice to you. Upon receipt of notice, you must make arrangements to transfer your HSA to another custodian or custodian qualified under the Code. If you do not complete a transfer of your HSA within thirty (30) days from the date we mail the notice to you, we have the right to liquidate any HSA Investments and to transfer or otherwise assign your HSA, including any liquidated HSA Investments to a successor HSA custodian or trustee that we choose in our sole discretion, or we may pay your HSA, including any liquidated HSA Investments to you in a single sum.

4. At our sole discretion, we may, upon notice, add, subtract, modify or terminate all or any portion of your HSA at any time without your consent. No addition, subtraction, modification or termination will affect our right to debit the HSA for any distributions, outstanding charges, adjustments, chargebacks or other amounts incurred by you, or by an authorized signer that we believe are necessary and appropriate under the HSA Documentation. If we terminate your HSA and you hold HSA Investments, we may liquidate any HSA Investments and distribute to you all funds in your HSA, including any liquidated HSA Investments as provided under the HSA Documentation and the Code.

5. You may close or transfer your HSA at any time by notifying us in writing at Optum Bank, P.O. Box 271629, Salt Lake City, UT 84127-1629. However, you must first liquidate all HSA Investments in accordance with their applicable terms and conditions and once the proceeds of such liquidation have settled to your HSA, you may terminate or transfer your HSA if we receive a request to close or transfer your HSA and you have not liquidated all of your HSA Investments within 30 days of the request. We may liquidate any HSA Investments and distribute to you all funds in your HSA, including any liquidated HSA Investments as soon as practical after termination, as provided under the HSA Documentation and the Code.

If you receive a distribution of your HSA funds, including any liquidated HSA Investments under this Section N, we are not for depositing such funds into another qualified HSA within sixty (60) days from your receipt of such funds if you wish to continue to maintain an HSA.

O. Defaults

You will be in default if you fail to meet any of your obligations under the HSA Documentation or any other agreement with us. In the event of a default, we may exercise any legal rights we may have. If we are required to take any legal action under the HSA Documentation, you agree to pay our court and collection costs and any attorney’s fees and disbursements. If you are in default of the HSA Documentation, or upon the closure of the HSA, whether such closure was made by you or by us, we shall not be obligated to continue to provide services under the HSA Documentation.

P. Unclaimed Property Laws

Unclaimed property laws may require us to turn over any HSA funds that are considered abandoned by an applicable state (generally the state in which you reside or have listed as the address for your HSA). Unless laws of an applicable state provide otherwise, Your HSA may be considered abandoned when it ceases to be an HSA as a result of your death (if you have no surviving spouse beneficiary), a determination that you were never an HSA-eligible individual, or other such instances, and is distributed to those with authority to act on an account (e.g., the estate representative or the account beneficiary) fail to claim the funds and/or fail to conduct activity on the resulting account, such as making a deposit or withdrawal, for a period of time specified in the applicable state’s unclaimed property law. Before we turn over any abandoned HSA funds, we may send a notice to the email address or physical address we currently show for your account or the applicable beneficiary’s address. If an applicable state requires the Bank to turn over funds before your HSA has ceased to be an HSA, then the Bank will not be liable for any taxes or penalties associated with a non-qualified distribution to that state.

Q. Limitation of Liability and Hold Harmless

In connection with your HSA and the HSA Documentation, we are not responsible for any act or failure to act by us that is reasonable under the circumstances or that is consistent with the rules and regulations of the Board of Governors of the Federal Reserve System and other federal regulatory agencies, or any applicable laws, rules or regulations of the State of Utah, or with general commercial practices of banks. We are not responsible for any act or failure to act of any service provider or mutual fund relating to the Investments. You agree to indemnify us and hold us harmless against any claims, damages, and losses, including attorney’s fees, incurred by us resulting from (i) any action we take in honoring your instructions, including but not limited to all verbal or facsimile instructions received with respect to your HSA, (ii) in connection with our honoring of any subpoena or court order relating to your HSA or (iii) other costs, expenses or liabilities arising under the HSA Documentation except costs, expenses or liabilities that arise from your breach of any duty under the HSA Documentation.

R. Miscellaneous

We can choose not to exercise or to delay enforcement of any of our rights under the HSA Documentation without compromising them. Each party’s rights and obligations under the HSA Documentation will be binding upon its heirs, executors, legal representatives, successors and permitted assigns. If any provision of the HSA Documentation is held invalid or unenforceable, all other provisions of the HSA Documentation shall remain in full force and effect. The HSA Documentation becomes effective upon the opening of your Account. The HSA Documentation shall be governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

FUNDS AVAILABILITY
Your Ability to Withdraw Funds
Our check-clearing procedures have been designed to protect our customers’ deposits and to make funds available as soon as possible. When a deposit is received, the availability of funds may be delayed consistent with funds availability laws. During the delay, you may not withdraw the funds in cash or use the funds to pay checks that you have written.

**Determining the Availability of a Deposit**

The length of delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If we receive your deposit by 2:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if we receive your deposit after 2:00 p.m. or on a day we are not open, we will consider that deposit made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

**Same-Day Availability**

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

**Next-Day Availability**

Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks payable to you
- Wire transfers
- Checks drawn on Optum Bank

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit. If you mail the deposits, funds from the following deposits will be available on the second business day after the day we receive your deposit.

- Cash (for security reasons, cash should not be sent through the mail)
- State and local government checks payable to you, and if the payer of the check is in the state of Utah
- Cashier’s, certified and teller’s checks payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal Money Orders, if these items are payable to you

For all other check deposits, the first $200 from a deposit will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a check of $700 on a Monday, $200 of the deposit will be available on Tuesday. The remaining $500 will be available on Wednesday.

** Longer Delays May Apply**

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,000 on any day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as failure of computer or communication equipment.

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

**Special Rules for New Accounts**

If you are a new customer, the following special rules will apply during the first 30 days your account is open: funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfer, and the first $5,000 of a day’s total deposit of cashier’s, certified, teller’s, traveler’s, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the check must be payable to you. The excess over $5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

**Optum Bank, Member FDIC**

P.O. Box 271629
Salt Lake City, UT 84127-1629

Health savings accounts (HSAs) are individual accounts offered or administered by Optum Bank®, Member FDIC, and are subject to eligibility requirements and restrictions on deposits and withdrawals to avoid IRS penalties. State taxes may apply. Fees may reduce earnings on account. The content of this communication is not intended as legal or tax advice. Federal and state laws and regulations are subject to change.

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