



MEMBER FDIC | P.O. Box 271629 | Salt Lake City, Utah 84127-1629

# Welcome to Optum Bank

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JOHN SAMPLE  
1234 MYSTREET  
MYTOWN, ST 12345-6789

Date

**Your Bank Account Number is: 123456789**

Dear John Sample:

**Congratulations** on taking the first step in your Health Savings Account (HSA) journey by opening an account with Optum Bank<sup>SM</sup>, Member FDIC.

### Getting started with your HSA

We know we are giving you a lot of information. So for your convenience, we have enclosed a reference guide that will walk you through the first steps you should take to get the most out of your HSA. It's called "Getting started with your HSA" and can be kept for future reference.

### Are you curious what stage in your HSA journey you might be in?

Most of us go through a five-stage journey as we save and pay for health care. We have identified the five-stages below.

DECIDE >> OPEN >> USE >> MANAGE >> OPTIMIZE

To learn more, visit [optumbank.com/optumHSAstages](http://optumbank.com/optumHSAstages) to find out where you fall in the five-stage journey and get more information on how you can travel through each stage with ease!

But before you do, we want to provide you with some important information that will be helpful as you get to know your HSA.

*continued >>*



Welcome to your New Health Savings Account

#### Enclosed Documents:

- Reference Guide
- Qualified/Nonqualified Expenses
- Schedule of Fees
- Disclosures

Visit [optumbank.com](http://optumbank.com)

Call 1-866-234-8913, Monday – Friday from 8 a.m. – 8 p.m. Eastern time

Now that your account is open, you are probably wondering how to use your account, save money or maybe you're wondering what qualified medical expenses your HSA can cover. They are all great questions!

Find all the resources and information you need to navigate your account at **optumbank.com**. From tax and investment help to information on how to maintain your account, you can find all this and more by rolling your mouse over the navigation tabs at the top of the website.

**Looking for more account information?**

To check your balance by phone or review account activity, you can call us at 1-866-234-8913 and use our self-service phone system 24 hours a day, 7 days a week.

Thank you for choosing Optum Bank.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelvin L. Anderson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kelvin L. Anderson  
President, Optum Bank

## Getting started with your HSA

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You've made a smart choice and opened a health savings account (HSA) with Optum Bank<sup>SM</sup>, Member FDIC. What's next?

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### 1 Register for online access to your account at [optumbank.com](http://optumbank.com)

After you've registered, you can check your balance, manage your account profile, choose online or mail delivery of important documents, set up recurring contributions, access account forms, check your monthly statements, make deposits to your HSA or pay bills, just to name a few.



### 2 Look for your Health Savings Account (HSA) Debit MasterCard®

You will receive your debit card within 7 – 10 business days. When you get your card in the mail, you'll receive instruction on how to activate it, which you'll need to do before you can start using your card. You can also request an additional card for your qualified dependents on our website. Using your debit card is a convenient way to reimburse yourself or pay for qualified medical expenses at the time of service or purchase.

### 3 The funds in your HSA should only be used for qualified medical expenses

Be sure to find out what expenses are qualified for tax advantages so you don't accidentally use your account for nonqualified expenses and have to pay taxes and IRS penalties on the distributions. Refer to the enclosed document about qualified medical expenses for more information. Be sure to save all receipts for qualified medical expenses – you can use our easy and convenient Receipt Vault to upload and store images of receipts online. Remember, there is no "Use it or Lose it" rule with an HSA, so the funds in your account are yours to keep and can be rolled over from year to year for future expenses.

*continued >>*

#### 4 We have HSA education information and tools for you online

Our website contains HSA education materials that can be used to help you manage your HSA. Check out one of our HSA Webinars, find information regarding the contribution limits set by the IRS or find out which HSA income tax documents you may need in order to file your taxes, plus so much more!



#### 5 Designate a beneficiary for your account

It's important to designate a beneficiary or beneficiaries and keep that information up-to-date. This is to make sure you control where your HSA funds go if you die. If you don't designate a beneficiary, the funds will go to your legal spouse if you have one. If you are not married at the time of your death, the funds will go to your estate. In order to change or update this information complete your beneficiary designation online within the profile section of your account.



Access your account information and other valuable, educational information by logging on to [optumbank.com](http://optumbank.com).



## Qualified/Nonqualified Expenses

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Funds you withdraw from your HSA are income tax-free when used to pay for qualified medical expenses as described in Section 213(d) of the Internal Revenue Service Tax Code. These expenses must not have been reimbursed previously by any other coverage, such as your Flexible Spending Account. In general, the IRS requires that expenses must be for the diagnosis, cure, mitigation, treatment or prevention of disease, and for treatments affecting any party or function of the body. IRS Publication 969, "Health Savings Accounts and Other Tax-Favored Health Plans," explains about qualified medical expenses with additional information is available on the IRS website, [www.irs.gov](http://www.irs.gov).

The following list provides examples of qualified and nonqualified medical expenses. *This list is not all-inclusive.* Remember, the IRS may modify its list of qualified expenses from time to time. As always, consult your tax advisor should you require specific tax advice.

### Qualified medical expenses may include:

- Acupuncture
- Alcoholism treatment
- Ambulance
- Breast reconstruction surgery (mastectomy-related)
- Chiropractor
- Contact lenses
- Dental treatment (X-rays, fillings, braces, extractions, etc.)
- Diagnostic devices (such as blood sugar test kits for diabetics)
- Doctor's office (including physicians, surgeons, specialists or other medical practitioners) visits and procedures
- Drug addiction treatment
- Eyeglasses and exams (for medical reasons)
- Eye surgery (such as laser eye surgery or radical keratotomy)
- Hearing aids (and batteries for use)
- Hospital services
- Laboratory fees
- Nursing home
- Operations/surgery (excluding unnecessary cosmetic surgery)
- Osteopath
- Physical Therapy
- Prescription Drugs
- Psychiatric care
- Speech Therapy
- Stop-smoking programs (including nicotine gum or patches)
- Vasectomy
- Weight-loss program (to treat a specific disease diagnosed by a physician)

### Nonqualified medical expenses may include:

- Advance payment for future medical care
- Amounts reimbursed from any other source (such as other health coverage or a Flexible Spending Account)
- Betting (including lottery, gaming, chips, or track wagers)
- Cosmetic surgery (unless due to trauma or disease)
- Diaper service
- Electrolysis or hair removal
- Gasoline
- Household help
- Illegal operations and treatments
- Maternity clothes
- Nutritional supplements
- Teeth whitening
- Weight loss program (unless prescribed to treat a specific disease)





# Schedule of Fees

Optum Bank<sup>SM</sup>, Member FDIC, wants you to understand the fees associated with your HSA. In the chart below, we've outlined the fees and how they may apply to your account.

## Standard Fees

Monthly Maintenance Fee	
\$3.00 – Waived if average balance is \$5,000 or more*	
Includes use of:	
<ul style="list-style-type: none"><li>• Health Savings Account Debit MasterCard® – to pay charges directly</li><li>• Online Bill Payment and Mobile Access</li><li>• Receipt Vault – allows you to upload and store images of receipts online</li></ul>	
ATM and Outbound Transfer Fee	
<ul style="list-style-type: none"><li>• \$2.50 per ATM transaction. In addition to our fee, the bank/ATM you use to withdraw funds may charge you their own fee.</li><li>• \$20.00 per Outbound Transfer or Rollover to another HSA Custodian.</li></ul>	

\*THE AVERAGE BALANCE TO WAIVE THE MONTHLY MAINTENANCE FEE DOES NOT INCLUDE INVESTMENT FUNDS.

## Investment Account<sup>†</sup>

Monthly Investment Fee	Investment Threshold
\$0.00	\$2,000 – The balance in your HSA must remain at or exceed the Investment Threshold each time a new investment is made.

<sup>†</sup>INVESTMENTS ARE NOT FDIC-INSURED, ARE NOT GUARANTEED BY OPTUM BANK, AND MAY LOSE VALUE.





## 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%.

Your interest rate and annual percentage yield (in any or all categories in the table) may change at any time hereafter at our discretion, and without notice.

Balance Between	Interest Rate	Annual Percentage Yield
\$15,000.00 – Unlimited	0.40%	0.40%
\$5,000.00 – \$14,999.99	0.20%	0.20%
\$2,000.00 – \$4,999.99	0.10%	0.10%
\$1,000.00 – \$1,999.99	0.05%	0.05%
\$500.00 – \$999.99	0.05%	0.05%
\$0.00 – \$499.99	0.05%	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.

#### Fee Schedule

Please refer to our Schedule of Fees.

### 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 pm 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 pm 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 payor 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



## Privacy Notice

<b>FACTS</b>	<b>WHAT DOES OPTUM BANK DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	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.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>Social security number and name, address, and date of birth and employment information</li> <li>Account balances and transaction history; payment history, medical related payments.</li> <li>Credit history and credit scores, depending on the products or services you have with us.</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	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.	
	<b>Reasons we can share your personal information</b>	<b>Does Optum Bank share?</b>
	For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit	Yes
	For our marketing purposes — to offer our products and services to you	Yes
	For joint marketing with other financial companies	No
	For our affiliates' everyday business purposes — information about your transactions and experiences, which is not used by affiliates to market their products to you	No
	For our affiliates' everyday business purposes — information about your creditworthiness	No
	For affiliates to market to you	Yes
	For non-affiliates to market to you	No
<b>To limit our sharing</b>	<p>Call 1-844-697-8370. Our menu will prompt you through your choices.</p> <p>If you do not wish to change your preferences, you do not need to do anything. Your previous privacy preferences will stay in effect until you change them.</p> <p><i>Please Note</i> If you are a new customer we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>	
<b>Questions?</b>	Please call 1-866-234-8913 or visit us online at <a href="http://optumbank.com">optumbank.com</a> .	

What we do	
How does Optum Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. The Bank maintains physical, electronic, and procedural safeguards to protect your nonpublic personal information, including restrictions on access to your confidential information.
How does Optum Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an account or apply for a loan</li> <li>• Use your debit card or make deposits or withdrawals</li> <li>• Update your contact information</li> </ul> <p>Depending on your product, we also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes —information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• 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 OptumHealth Specialty Benefits, Inc.</li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Optum Bank does not share with nonaffiliates so they can market to you.</li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Optum Bank does not engage in any joint marketing.</li> </ul>
Other Important Information	
<p><i>State Laws</i></p> <p>We comply with all state laws that are applicable to us. For example, accounts with a Vermont or California mailing address are automatically treated as if they have limited the sharing as described on page 1.</p> <p>NV: Nevada law requires that we provide you with the following information to contact us regarding this policy and our related privacy practices. Please email or write to us at: <a href="mailto:privacy@optum.com">privacy@optum.com</a> or Optum Privacy Office, MN051, 13625 Technology Drive, Eden Prairie, MN 55344. You may also contact the Nevada Attorney General's Office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Telephone number: 1-702-486-3132; email <a href="mailto:BCPINFO@ag.state.nv.us">BCPINFO@ag.state.nv.us</a>.</p>	

## Custodial and Deposit Agreement

This Custodial and Deposit Agreement (“Agreement”) sets forth the terms and conditions that govern your Health Savings Account (“Account” or “HSA”) with Optum Bank, Inc., Member FDIC. Throughout this Agreement, the words “Bank”, “we”, “us” or “our” means Optum Bank, Inc. its successors and assigns and “you”, “your” or “yours” means the owner of the HSA, any spouse beneficiary upon the death of the HSA owner, or any third party authorized or appointed to access and use the HSA, which third party will be considered the agent of the HSA owner.

### A. Establishment

1. By instructing us to open an HSA, depositing funds in or otherwise using the HSA or continuing to hold an HSA with us, you have consented to be bound by the terms and conditions of this Agreement, the Bank’s Privacy Notice (“Privacy Notice”), Electronic Communication Disclosure Information and Consent (“Electronic Communications”), the Health Savings Account Card Holder Agreement (“Card Agreement”), Truth In Savings New Account Disclosure (“Truth In Savings”), and all notices, disclosures and other documentation referenced herein or relating to the HSA as may be provided to you from time to time and made available at [www.OptumBank.com](http://www.OptumBank.com) (collectively the “HSA Documentation”).
2. If you have authorized your employer (“Agent”) to open an HSA with us on your behalf as part of your enrollment in the Agent’s health benefit plan, you hereby request that we issue you a debit card in connection with your HSA. Furthermore, you authorize and direct us to provide any information about your HSA, including your account number or any other non-public personal information, to your Agent and those acting on behalf of your Agent in connection with the establishment and maintenance of your HSA. Furthermore, you hereby authorize and direct that your Agent and those acting on behalf of your Agent may take any actions with regard to your HSA as deemed necessary and appropriate, including but not limited to, making deposits and correcting errors where necessary.
3. In order to establish and make contributions to an HSA, you agree and warrant that you are an HSA eligible individual according to the requirements set forth in the Internal Revenue Code of 1986 and the regulations issued thereunder (as amended from time to time) (the “Code”), Further you understand and agree that medical expenses incurred before your HSA is actually established under applicable Utah trust law are not qualified medical expenses and distributions taken to reimburse those expenses may be subject to taxes and penalties.
4. We assume no responsibility for tax or other consequences to anyone arising from the establishment or use of an HSA, including but not limited to determining any adverse tax or other consequences in connection with the HSA and any contributions thereto. You are solely responsible for any taxes, interest, penalties and other expenses which may be payable under applicable law in connection with your HSA. All materials provided by us are designed and distributed with the understanding that they do not constitute or include legal, tax, or other professional advice. Prior to the establishment or use of any HSA, you should consult with an attorney or other qualified tax professional to confirm eligibility requirements and applicable restrictions.
5. You acknowledge and agree that we are the custodian of your HSA and nothing in the HSA Documentation shall be construed to confer fiduciary status upon us for any purpose. We are not required to perform any services or undertake any fiduciary responsibility unless specifically agreed to in a separate agreement entered into by and between you and the Bank.
6. The HSA is self-administered by you and your interest in your HSA is nonforfeitable. Notwithstanding the foregoing, if your employer contributes to your HSA, your employer may recoup those contributions in limited circumstances. Except as provided by law or in the HSA Documentation, neither you or the person you have chosen to receive the proceeds of your HSA, as shown on the Beneficiary Designation Form (“Beneficiary”) made available to you on our website and submitted to us as instructed on the form, may transfer, assign or pledge

- any interest in your HSA in any manner whatsoever, including but not limited to, using the funds in your HSA as security for any loan or other extension of credit, or engaging in or directing us to engage in any prohibited transaction, within the meaning of Section 4975 of the Code.
7. The HSA is established by you pursuant to federal tax law, and is neither endorsed 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 fee(s), or you make pre-tax contributions under your cafeteria plan.
8. To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act 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 have an HSA as defined in the Code and that we are not responsible for verifying your status as an eligible individual. By instructing us to open an 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 are (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, if you open an HSA that remains dormant, with a balance of under \$1 dollar (or such other minimum amount established by us from time to time), we reserve the right to close the HSA.
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 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](http://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 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

## Custodial and Deposit Agreement (con't)

- will refuse or return the excess contribution, and net earnings (if any) attributable to that contribution as determined in accordance with applicable law, following submission by you of all forms required by us.
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 pm 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 us 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, charge 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 administration 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 to 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 an 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 Documentation provided to you. You agree to make every reasonable effort to safeguard your debit card and any Additional Card(s).
5. You may not make withdrawals in excess of the funds available in your HSA, which includes the HSA balance less any holds applicable to funds contributed into your HSA. We have no obligation to distribute funds and we will not be liable for dishonoring any distributions or withdrawals that would exceed the available funds in your HSA. If a requested distribution exceeds available funds in your HSA, we will not liquidate any HSA Investments you may have without your authorization to ensure sufficient funds in your HSA to cover the requested distribution. If your HSA becomes overdrawn for any reason, you agree to immediately repay the amount of any overdraft. If we pay items by overdrawing your HSA, we are not obligated to continue paying overdrafts. We reserve the right to process distributions, withdrawals, transfers or related requests received by you on the same day in any order we determine without regard to the method of withdrawal. The order in which you take distributions may not be the same as the order in which we post those transactions to your HSA.

### F. Self-Directed Investments

1. At our election, investment options permitted under applicable law, including but not limited 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 [www.OptumBank.com](http://www.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 prospectuses, statements of additional information, shareholder reports,

## Custodial and Deposit Agreement (con't)

- 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 select 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 assets of other HSAs whether or not held under 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 grant, 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, and any third party service provider we may hire, do not and will not provide any investment advice to you in connection with the HSA Investments or 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 otherwise 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, health plan or the employer associated with your HSA, 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 exercise of 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's 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 pm ET on a Trading Day will receive that Trading Day's NAV, while purchase requests after 4 pm ET on a Trading Day will receive the next Trading Day's NAV; (ii) HSA Investment sell requests submitted before 4 pm ET on a Trading Day will receive that Trading Day's NAV, while sell requests submitted after 4 pm ET on a Trading Day will receive the next Trading Day's NAV; and (iii) automatic investment sweep directions are processed by us or a third party service provider retained by us at 4:00 pm 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 purchase block on Your account and/or redemption fees for withdrawals made within a certain 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

## Custodial and Deposit Agreement (con't)

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 and 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 (subject to the sufficiency of funds provisions set forth in the HSA Documentation) 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 and from your HSA online at [www.OptumBank.com](http://www.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 as set forth in the HSA Documentation. You understand that in performing requested services, we may make payments by Check or electronic funds transfer, and we will be acting as your agent in making such payments. To the extent required by applicable law, if we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if there are insufficient funds in your HSA to make the transfer, or if circumstances

beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.

3. To stop payment on a single payment in a series of recurring preauthorized third party debits to your HSA, or to discontinue a recurring preauthorized third party debit to your HSA entirely, you should contact the merchant, allowing adequate time for that party to cancel the payment and for us to implement the cancellation request (which typically may take up to several days). We are not responsible for any failure by a merchant to stop a payment or for your failure to notify the merchant in time to stop any given payment from your HSA.
4. If you have instructed us, through services available on our website, to make regular payments to or from your HSA, you can stop such payments online at [www.OptumBank.com](http://www.OptumBank.com). We must receive your cancellation request at least three (3) business days before the payment is scheduled to be made. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, to the extent required by applicable law, we will be liable for your losses or damages.
5. In case of errors or questions about your Account, call us at 1-866-234-8913 or write us at Optum Bank, P.O. Box 271629, Salt Lake City, UT 84127-1629. We must hear from you no later than 60 days after the FIRST statement on which the problem or error appeared was sent or made available to you. Please (a) provide your name and account number; (b) describe the error or the transfer you are unsure about, and explain why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.
6. In order that your privacy may be protected, we will only disclose information to third parties about your HSA or the transfers you make: (i) Where it is necessary for completing transfers; (ii) In order to verify the condition and existence of your HSA for a third party, such as a merchant; (iii) In order to comply with government agency or court orders; (iv) To our employees, auditors, service providers, attorneys or collection agents in the course of their duties; (v) As disclosed in our Privacy Notice; or (vi) If you give us your permission.
7. 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 [www.OptumBank.com](http://www.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.

### I. 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.

### J. Information, Changes to Information and Amendments



## Custodial and Deposit Agreement (con't)

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 HSA Documentation. You represent and warrant to us 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 directions 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 [www.OptumBank.com](http://www.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 [www.OptumBank.com](http://www.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 required notice regarding your HSA will be made available to you online at [www.OptumBank.com](http://www.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 [www.OptumBank.com](http://www.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 the 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 another 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 or trustee 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 trustee 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, you are responsible 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

## Custodial and Deposit Agreement (con't)

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 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). Your HSA is usually considered abandoned if you fail to conduct activity on the HSA, 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. If mail we previously sent to either address was returned, we may not send this notice.

### 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, expenses 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 our 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.



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