

Health Savings Account (HSA) Custodial Agreement

Consent to Receive Electronic Notices

In order to apply for an HSA, you must consent to receive documents and notices related to your HSA in electronic form. Your consent will apply both at the time of enrollment and in the future. The documents and notices you agree to receive in electronic form include the following:

- Enrollment forms
- The Health Savings Account (HSA) Custodial Agreement
- Disclosures relating to Truth in Savings and funds availability policies
- Deposit Account Rate Schedule
- Health Savings Account Fee Schedule
- The Optum Privacy Policy
- Documents issued by mutual fund companies, including prospectuses and trade confirmation
- IRS Tax Return Forms 1099-SA and 5498-SA
- Account summaries
- Confirmation of your online or telephonic instructions or elections

Your consent will continue to apply until you are no longer an account holder or until you withdraw consent as provided below.

Withdrawing Your Consent

If you wish to withdraw your consent to electronic delivery of notices, you may call Optum Health Account Services at 877.470.1771. Confirmation of your withdrawal will be in writing (electronically or on paper). Additional fees may apply for paper copies of applicable notices (see fee schedule). Investment options may not be available if you do not consent to receive prospectuses, trade confirmations and related documents in electronic form. We reserve the right to close your account if you withdraw your consent to electronic delivery of notices.

Security, Hardware and Software Information

In order to receive information and disclosures in electronic format, you must have the following minimum computer hardware or software requirements:

Browser Software	Minimum Version Required
Internet Explorer (IE)	IE 6.0
AOL (uses Internet Explorer)	IE 6.0
FireFox	1.2
Netscape Navigator	7.0
Opera	9.1
Safari	1.3.2

You will also need Adobe Reader to view and download the Health Savings Account Agreement, account summaries, and forms.

For Your Records

In order to keep agreements and summaries for your records, you will need access to a printer or the ability to download information.

Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Your identity may be verified through the use of a database maintained by a third party. If your identity cannot be verified, you understand that you may be required to provide additional information, and that your HSA may be closed if additional verification is not possible. Upon such closure, funds deposited in your HSA will be returned, subject to the limitations of section 5.5 of this Agreement. We shall not be liable for any tax consequences you may incur that result from the transfer or distribution of your assets as a result of this distribution.

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If additional dependent debit cards are requested, the same procedures apply to those individuals.

You have selected Optum Bank to serve as custodian of your HSA. Thank you and welcome! Our job as custodian is to hold and protect your assets until you need them. We will also make investment opportunities available, and provide other services to help you manage your account. Throughout this document, we will refer to Optum Bank as the "Custodian." Sometimes we will simply say "we," "us" or "our." It means the same thing.

This document describes your responsibilities as well. You must agree to follow the rules described below and to pay for our services. We may refer to you as the "Accountholder," but more often, we will use the terms "you" or "your."

We will refer to this HSA custodial agreement as the "Agreement." It is a binding contract between you and the Custodian.

Your HSA is designed to be made available online. If you do not have access to the internet, this product is not right for you. If you believe that you may have opened this account in error, please call us at the number listed at the end of this Agreement. We will help you close your account and transfer your balance to another HSA custodian.

Section 1: Introduction to your Health Savings Account

1.1 Health Savings Account (HSA). Your HSA is a custodial account. It is established exclusively for the purpose of paying your eligible medical expenses. You may also use your HSA to pay eligible medical expenses for your dependents. Other distributions from your HSA will be subject to income tax. Distributions before age 65 may be subject to a 20% penalty tax.

1.2 High deductible health plan. You may contribute to an HSA if you are enrolled in a "high deductible health plan." A high deductible health plan provides first-dollar coverage for preventive care. But you must pay for other medical expenses until you reach your deductible. When you reach your deductible, the plan will pay some or all of your medical expenses from that point forward.

High deductible health plans are described in Internal Revenue Service (IRS) Publication 969. You can find that document at <http://www.irs.gov>. Single and family deductibles are increased each year for inflation. Or you may visit www.treas.gov and click on "Health Savings Accounts" for updates. We also describe high deductible health plans on your personal website. They are described in "Frequently Asked Questions" in the Healthcare Toolbox.

You may not contribute to an HSA if you are covered under a health plan that is not a high deductible health plan. You

may not be enrolled in Medicare or Medicaid. You may not be covered by your spouse's insurance unless it is also a high deductible health plan. You may not be claimed as a dependent on someone else's tax return.

It is your responsibility to know if you qualify for an HSA. Seek the advice of a professional if you are not sure.

1.3 Annual Contribution Limit. The amount you may contribute to an HSA is limited. It depends on whether you are enrolled in single or family coverage. It is also subject to annual cost-of-living adjustments. The annual contribution limit is published each year by the IRS. It is described in IRS Publication 969. You can find that document at <http://www.irs.gov>. Or you may visit www.treas.gov and click on "Health Savings Accounts" for updates. We also describe annual contribution limits on your personal website. It is found in "Frequently Asked Questions" in the Healthcare Toolbox.

If you are age 55 or older, you may contribute an extra \$1,000 to your HSA each year. This is called a "catch-up" contribution. If you contribute too much, your HSA may be subject to an excise tax. Contributions to other HSAs or Archer MSAs you own count towards this limit.

We may accept contributions to your HSA from you and your employer. Amounts contributed to your HSA belong to you, even if you change employers. We may also accept contributions from other persons, such as family members.

You are responsible for knowing how much you may contribute to your HSA each year. If you contribute too much to your HSA, you must notify the Custodian. You must request a distribution of this amount, plus interest.

We may accept rollovers or transfers from other HSAs and Archer MSAs in any amount (see section 1.4 below). Other contributions are subject to a maximum limit. The most you can deposit is the amount you could contribute if you were age 55 or older and enrolled in family coverage under a high deductible health plan. You may not be eligible to contribute this much to your HSA.

1.4 Rollovers and Transfers from other HSAs, Archer MSAs and IRAs. Some contributions to your HSA are not subject to annual limits. These include amounts you transfer from another HSA or Archer MSA. You may roll over distributions from other HSAs or Archer MSA into your HSA. You must roll over the amount within 60 days after the date of receipt. Only one rollover is permitted to an HSA during any 12-month period.

Another way to transfer funds is by direct transfer from your prior custodian or trustee. You are not permitted to transfer or roll over excess contributions from another HSA, Archer MSA into your HSA. We reserve the right not to accept any transfer or rollover.

You may also make a one-time transfer or rollover of funds from certain IRAs to your HSA. We may accept transfers

from traditional or Roth IRAs. Transfers from an IRA may not exceed the contribution limit. All contributions and transfers must be made in cash.

We make forms available for rollovers and direct transfers. The forms are located on your personal website account. Please contact us if you need help transferring funds from another HSA, Archer MSA or IRA.

1.5 Timing of Contributions. You may make contributions any time during the calendar year. You may also make contributions for the prior year up to the date of your deadline for filing tax returns (without extensions) for that year. Usually, this means that you may make contributions by April 15th to be counted as a prior year contribution.

1.6 Limitations on Investments. You may not invest your HSA in life insurance contracts or collectibles. The assets of your HSA may not be commingled with other property. If you maintain a minimum balance in cash, you may invest your HSA in mutual funds. See Section 2.4 of this agreement for more information. We do not offer common trust funds or common investment funds.

1.7 Prohibited Transactions. HSAs may not engage in "prohibited transactions." These rules apply to both you and the Custodian. Examples of prohibited transactions include borrowing from your HSA, or pledging your HSA for a loan. These rules are described in Section 4975 of the federal tax laws. Prohibited transactions are described in IRS Publication 969. You can find that document at <http://www.irs.gov>.

1.8 Distributions. You may take distributions from your HSA at any time. If you use your funds to pay for or reimburse eligible medical expenses, they will not be subject to federal taxes. Medical expenses of your spouse and dependents may also be reimbursed tax-free.

If you receive a distribution from your HSA, and do not use it for medical expenses, you must include it in your taxable income. If you are under age 65, it will be subject to an additional 20% tax. The 20% penalty tax does not apply to distributions after your death or disability.

We do not control how you use distributions from your HSA. You are solely responsible for the tax consequences of a distribution. You should always keep receipts or other proof of medical expenses. You may need them to prove that a distribution is tax free.

1.9 Distributions on Death. You should name a beneficiary of your account. If you die and your spouse is the beneficiary, the HSA will become your spouse's HSA. If the beneficiary is not your spouse, the account will no longer be an HSA on your death. It will become taxable to your beneficiary. If you fail to name a beneficiary, the account becomes taxable. It will be added to your estate.

1.10 Tax Returns Required by the IRS. We will prepare two returns. The first return is Form 1099-SA. This return shows distributions from your HSA during the year. The other return is Form 5498-SA. This return shows contributions to your HSA during the year. You agree to provide us with the information necessary to prepare these forms. We will file them with the IRS. We will also send you notice of how to obtain your copy online or in paper form. We may charge an additional fee for paper mailings.

1.11 Regulations. "Regulations" mean Section 223 of the Code and IRS or United States Department of Labor published guidance. It also includes any laws, rules or regulations that apply to the financial services industry. Any part of this Agreement that is not allowed by the Regulations will be void. You can find these documents at <http://www.irs.gov>

1.12 Amendments. We may amend this Agreement at any time. If an amendment is required by Regulations, we do not need your consent. If an amendment is not required by Regulations, we will send you a notice. You will have thirty (30) days from the date of notice to object in writing to the amendment. If you do not object the amendment will become effective.

Section 2: Use and access of your HSA

2.1 Your Personal Website Account. We use secure connections over the internet so you may access your account from anywhere. This allows us to reduce expenses and pass on savings to you. If you are not comfortable using a computer, we will help you. You may contact our HSA customer service department via phone or email:

Optum Health Account Services

Tollfree: 1-877.470.1771

Email: mycdh@healthaccountservices.com

You may also access important information about your HSA through your mobile phone. You may request that we mail paper account information to your address. We may charge an additional fee for paper mailings. These mailings may not include all of the information you will need to manage your account.

We will provide you with a personal website account. You will need to establish a user name and password. We will post all information you need to manage your HSA on your personal website account. This information includes your account balance, contributions, distributions, and any amendments to this Agreement. You agree to review your account at least once per month.

Your personal website account has all of the information you need to manage your HSA. It also includes helpful tools, such as an expense tracker. The only way you may invest your HSA is through your personal website account. You may

view, save to your computer, or print all information on your personal website account.

We may contact you by email or U.S. Mail regarding your account. You agree to keep your contact information current at all times, and to inform us in writing if it changes. We will send you an email when we post IRS returns to your account. You must log into your account to access IRS Return Forms 1099-SA and 5498-SA. Or you may call us at the number listed at the end of this Agreement. We will mail you a paper copy of these returns at your request.

Do not share information that others could use to access your account. Do not leave your computer unattended when logged into the site. We have no way of knowing if someone else is in your online account. You are responsible for protecting access to your account.

2.2 Account Summaries. We will provide you with a monthly account summary for your HSA. You agree that account summaries will be posted electronically to your personal website account. You will need Adobe Acrobat Reader to view, print and/or save your HSA summaries. A link to adobe.com will be provided if you need to download the software. There is no fee for this download. You may request that the account summary be mailed to you. We may charge you an additional fee to receive your account summary by mail.

We may send other notices to you by email to the email address we have on file for you. We may also send notices by U.S. Mail. You must notify us of any change to your email or mailing address.

You agree to check your personal website account at least once per month and review your account summary. If you elect to receive account summaries by U.S. Mail, you agree to review them upon receipt.

If you have arranged to have recurring deposits made to your HSA you can call us at the telephone number listed at the end of this Agreement to find out whether or not the deposit has been made.

2.3 Your Cash Account. When we receive contributions for your HSA, we will deposit or credit those funds to your Cash Account. The funds in your Cash Account are separately accounted for. They are FDIC insured up to standard limits per account depositor for each account ownership category. The amount that is insured by the FDIC depends on the end-of-day balance in your HSA. The end-of-day balance will be reduced by the amount of any investments you have purchased that have not settled.

We will pay interest on funds in your Cash Account. Interest will be credited to your Cash Account each month. If you close your account before the end of a month, you will not receive interest for that month. We may revise interest rates from time to time.

Current rates are published in the Deposit Account Rate Schedule. You may access this schedule through your personal website account.

2.4 Your Investment Account. Your ability to invest through your HSA depends on the balance in your Cash Account. The minimum account balance you must maintain in your Cash Account is called the "investment threshold." We set the investment threshold in advance. To find it, click the link on your personal website account entitled, "Manage Investment Transfers." We reserve the right to change the investment threshold from time to time.

Investments must be made in minimum increments. This amount is also found on the link entitled, "Manage Investment Transfers." We reserve the right to change the minimum amount for investments from time to time.

You may set up your HSA for automatic investments. Only a portion of your account may be invested. Your Cash Account must exceed the investment threshold by at least the minimum amount. When that occurs, the excess will be transferred to your Investment Account. It will be invested in mutual funds that you select. If you do not choose to invest your HSA, funds will remain in the Cash Account.

The right to invest your HSA is subject to an additional condition. If you set up your HSA for automatic investments, you must maintain the balance of your Cash Account at the investment threshold. If it falls below this level by more than the minimum amount, we will sell some or all of your investments. The proceeds will be transferred to your Cash Account. We will only sell enough of your investments to bring your Cash Account back to the investment threshold. You may also choose to not set up your HSA for automatic investments. Any funds in your Investment Account are not FDIC-insured.

2.5 HSA Investment Options. We will make a broad array of mutual funds available for investment. You acknowledge and agree that investments, including mutual funds, are not a deposit. They are not insured by the FDIC or any federal government agency. They are not guaranteed by Optum Bank, and may lose value. You also acknowledge that past investment performance is not a guarantee of future investment results. You agree to review investment information before you invest in mutual funds. We recommend that you seek the advice of a financial professional when you select investments for your HSA

Mutual funds are subject to the Investment Company Act of 1940. In some cases, we may provide services to the funds we make available. We may receive compensation for these services. If we provide services to a mutual fund for compensation, it will be disclosed in the mutual fund prospectus.

We will not select or recommend mutual funds for you. But we will follow your investment directions. Your investment directions must be clear and must follow our procedures. We

may change available mutual funds from time to time. We will provide you advance notice of such changes so you can modify your investments. If you do not select new mutual funds, some or all of your investments may be sold. If this occurs we will transfer the proceeds to your Cash Account.

We will not provide you investment advice under this Agreement. We will not question whether an investment is appropriate. You agree that we will not be liable for any investment losses.

Some mutual funds may charge a fee when they are sold. This is called a redemption fee. Any redemption fee will be charged to your HSA. You cannot reimburse your HSA for redemption fees. Your mutual fund prospectus will disclose whether redemption fees apply.

Some mutual funds pay dividends. Dividends will be reinvested in the same mutual funds that pay them. The prospectus for each fund will provide more information. It is your responsibility to exercise all rights granted to you relating to mutual funds in your HSA.

You may select your investments through your personal website account. If you invest in mutual funds, you will receive certain documents. These include mutual fund prospectuses. These documents are available on your personal website account.

You must consent to electronic delivery of all notices and disclosures related to any mutual funds you select. Your consent will apply now and in the future. You must contact us if you become unable to access your personal website account. You must contact us if you revoke your consent. In such event we will sell your investments and transfer the proceeds to your Cash Account.

2.6 Mutual Fund Trades and Timing. If you want a buy or sell order to take effect on the same day, you must submit it before 1:30 p.m. Central Standard Time. You may submit buy or sell orders through your personal website account. When a buy and sell order are both initiated on the same Business Day, the sell order will be executed first. The buy order will be executed on the following Business Day. Settlement will take place on the third Business Day. We will transfer the proceeds of any sale to your Cash Account. Proceeds from the sale of mutual funds may not be withdrawn immediately. They must be on deposit for two Business Days.

Section 3: Distributions from your HSA

3.1 Withdrawals or Transfers. You may request a withdrawal or transfer from your HSA. We reserve the right to require at least seven days' written notice prior to a withdrawal or transfer of any funds from your HSA. Forms for requesting distributions or transfers are available on your personal website. You may request distributions from your HSA for any purpose. Distributions may be subject to income and penalty taxes. You are solely responsible for any tax consequences of a distribution from your HSA. Refer to the Health Savings Account Fee Schedule for any fees that may apply. It is located on your personal website account.

3.2 Bank Earnings on HSA Investments. In order to conduct certain transactions, funds will be held in a disbursement account in our name. They may also be held in the name of an affiliate. Funds will be held in a disbursement account while investment trades are settled. They will be held in a contribution account until we transfer them to your Cash Account. They may be held in a disbursement account when you request a distribution. You agree that we may hold these funds on a temporary basis in the ordinary course of our duties.

You will not earn interest on funds that we hold in disbursement accounts. We (or an affiliate) may receive earnings on the funds. Earnings will generally equal the "Fed Funds" rate of interest. This rate is published in the financial section of the Wall Street Journal and other major newspapers. Interest we earn on funds held in disbursement accounts shall be part of our compensation. Revenue we earn on the use of funds deposited in the Cash Account shall be part of our compensation. You acknowledge that our fees would be higher if we did not earn interest or revenue on such funds.

If you request a check to be drawn on your HSA, an equivalent amount will be placed in the disbursement account. We will earn interest on this amount until the check is cashed. If the check is not presented for payment within one hundred eighty (180) days, it will be deemed invalid. We will transfer the funds back to your Cash Account.

3.3 Liquidation of Assets. We have the right to sell your investments and convert the proceeds to cash in certain circumstances. This will occur if your Cash Account falls below the investment threshold. It will also occur as needed to pay distributions. When this happens, we will sell your investments in the same proportion as your investment holdings. You agree that we may sell investments in this order. We will not be liable for any loss or expense. The value of your investments might change while we process your request. The total amount of your distribution might be reduced if that occurs.

3.4 No Overdrafts. Funds must be on deposit before paying for a qualified medical expense. You may not withdraw funds (for example, complete a debit card transaction) from your HSA in an amount greater than your available balance. We are not permitted to extend credit on an HSA in order to pay items if you are overdrawn. The IRS considers this a prohibited transaction and it may result in disqualification of your HSA, resulting in applicable taxes, and penalty.

It is very important to keep track of how much money you have in your account. Record all debit card purchases, automatic bill payments and other electronic payments. Should an overdraft occur, we are not required to give you notice or make demand for repayment. You must repay any overdraft immediately. If you have an overdraft, we reserve the right to close your account without notice. We may charge you an insufficient funds fee or a returned check fee in accordance with our Health Savings Account Fee Schedule if a check deposited to your HSA is returned unpaid. The Health Savings Account Fee Schedule is located on your personal website account.

Section 4: Electronic Fund Transfers

4.1 Applicability. This Section applies to electronic fund transfers that you may make by using your HSA debit card or providing your account information. When you receive your Visa or MasterCard, you will receive an Optum Payment Card Cardholder Agreement. Your Cardholder Agreement will describe other terms that govern your HSA debit card. In the event of a discrepancy between this Agreement and your Cardholder Agreement, this Agreement will govern your program.

4.2 Types of Electronic Funds Transfers. You may use your HSA debit card to make the following types of electronic funds transfers:

- Merchant Transactions. You may use your HSA to pay for goods or services at places that have agreed to accept your HSA debit card.
- Preauthorized credits. You may set up your HSA to accept single or recurring deposits. If you have arranged to have recurring deposits made to your HSA, you can call us at the telephone number listed at the end of this Agreement to find out whether or not the deposit has been made.
- Preauthorized debits. You may set up your HSA to pay single or recurring bills on your personal website account

4.3 Fees for Electronic Funds Transfers. We may charge you fees for electronic funds transfers. Fees are described in the Health Savings Account Fee Schedule. Fees are subject to change from time to time. You will receive prior notice of fee increases as required by applicable law.

4.4 Limits on Transfers. There are limits on the amount you may spend per transaction and per day using your HSA debit cards related to the account. We will not reduce these limits below \$3,000 per transaction or \$3,000 per day without giving you prior notice. For security purposes we may temporarily impose other limits.

4.5 Authority and Use. We may process all transactions made by any person using your debit card(s). We may assume that they are authorized. We do not have to verify the identity of the person who uses your debit card. We do not have to verify the signatures of persons using your debit card. You are responsible for protecting your HSA debit card. You are also responsible for protecting the account number on your debit card.

If you authorize anyone else to use your HSA debit card, you agree to be responsible for all of their HSA transactions. This includes lending your debit card to someone else. It includes asking us to give access to another person. You must notify us with any request to cancel and remove a person's authority.

4.6 Contact in the Event of Loss, Theft or Unauthorized Use. Contact us AT ONCE if you believe your HSA debit card has been lost or stolen or that someone has transferred money from your HSA without your permission. You may telephone us at the number listed on the last page of this Agreement or write to us at the address provided in Section 4.12 below.

4.7 No Liability for Certain Transactions. Tell us AT ONCE if you believe that your HSA debit card has been lost or stolen, or if your account summary shows an electronic fund transfer that you did not make. Telephoning is the best way to keep losses down. You will generally not be liable for unauthorized electronic fund transfers if you contact us quickly. If you do not contact us quickly you could lose the money in your account. If you do not tell us within 60 days after we made your account summary available to you, you will be liable for all electronic fund transfers after the 60-day period if we could have prevented the transfers had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

4.8 Right to Stop Payment of Recurring Bill Service. If you set up your HSA to pay recurring bills on your personal website account, you may stop payment for any reason. If you wish to stop making payments, you must contact us at the telephone number or mailing address listed at the end of this agreement in time for us to receive your request at least three (3) business days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and send to us within 14 days after you call. We may charge you a fee for each stop-payment order you give. Please refer to the Health Savings Account Fee Schedule for any fees that may apply. It is located on of

your personal website. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

If you set up a recurring payment through another party (such as your doctor's office), we will not be able to stop those payments. We can help you dispute those transactions (see section 4.12), provided you have cancelled your authorization with the other party.

4.9 Confidentiality. We will disclose information to third parties about your HSA or transfers you make for the following reasons:

- When it is necessary to complete transfers;
- In order to verify the existence and condition of your HSA for a third party such as a credit bureau or merchant; or
- In order to comply with government agency or court orders;
- If you give us written permission.

4.10 Error Resolution Notice. If you find an error in your account summary or if you need more information about a transfer, call a Customer Service Representative. The number is listed on the last page of this Agreement. You may also write us at the following address.

MyCDH by Optum

c/o Health Account Services
PO Box 6122
Fargo, ND 58108-6122

We must hear from you no later than 60 days after we made available the FIRST account summary on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred. We may request that you provide additional information in order to determine whether an error occurred. We will notify you in writing after determining whether an error occurred. If we determine that an error occurred, we will credit your account in the amount of the error plus any applicable interest and refund any fees related to the error.

Section 5: General terms and conditions

5.1 Representations and Responsibilities. You agree that the information you provide to us will be accurate, and your instructions will be proper. We have the right to rely on your instructions and information. If your instructions are not clear, or if there is a dispute involving your account, we are not required to take any action. As Custodian, we follow your directions but we do not provide advice. Nor do we assume responsibility for actions you take or fail to take. You are responsible for understanding the rules that apply to HSAs. This means that you are solely responsible for taxes, penalties or losses to your HSA. As Custodian, we do not assume fiduciary responsibilities for your HSA.

You may appoint an agent to act on your behalf. We may require that such appointment be in a form acceptable to us. We do not assume a duty to verify whether such an agent appointment is valid. We will follow the directions of your agent just as we would follow your directions. We are not responsible for any taxes, penalties losses that may result. If we follow your instructions and incur a loss, you agree to reimburse us.

Our services are limited to those we describe in this Agreement. We are not required to perform any additional services except as required by law. You agree to indemnify and hold us harmless against claims that may result from disputes over your HSA. This means you will pay attorney's fees, costs, expenses, judgments and damages.

5.2 Service Fees. We may charge service fees for maintaining your HSA as described in the Health Savings Account Fee Schedule located on your personal website. You agree to pay these fees, and reimburse us for reasonable expenses we incur to administer your account. We may charge you directly for fees and expenses or deduct them from your HSA. Your employer may elect to pay monthly maintenance fees on your behalf. If there are not sufficient funds in your account, then we may accrue such fees and charge them to your account when your account has sufficient funds. Our fees are subject to change upon 30 days advance notice. If you invest your HSA in mutual funds, additional fees may apply. Those fees are described in the mutual fund prospectuses that you will receive if you invest. We use invested funds held in the Bank's Cash Account for our general banking business. Any income we earn from that activity is part of our fees.

5.3 Custodian Powers. You agree to grant us certain powers as Custodian. When we buy and sell mutual funds, we will register the securities under our name. We may also use the name of a nominee we designate. This allows us to buy and sell mutual funds in large blocks, which reduces transaction costs. We do not need to disclose this relationship to third parties. The laws of the State of Utah grant certain powers to Custodians. You agree that we may exercise all these powers. We may also do what is necessary and appropriate to provide our services.

5.4 Beneficiaries. You may select beneficiaries for your HSA on your personal website. You may also complete and submit an HSA Beneficiary form. A copy of this form is also available on your personal website account. You must select a beneficiary through your personal website or complete and submit the HSA Beneficiary form if you want to choose who will receive your HSA when you die. If you do not complete this form, or if people you select die before you, your spouse will be the beneficiary. If your spouse is not alive when you die, your estate will be the beneficiary. We will not accept other HSA Beneficiary forms, and you must provide this form during your lifetime. If you file a new HSA Beneficiary form it will cancel any prior forms. If you designate your spouse and get divorced, your designation will no longer be valid. If you still want your former spouse to be your beneficiary, you will have to file a new HSA Beneficiary form. If your surviving spouse receives your HSA when you die, he or she will be treated as the account holder. Your spouse may need to complete other forms to transfer ownership of the HSA.

5.5 Termination of Agreement and Resignation of Custodian. We may resign as Custodian and close your HSA for any reason. You may close your HSA with us for any reason. Neither of us must give advance notice of termination. If we close your account we may distribute your HSA to you in cash. We are not responsible for any tax consequences. You may be allowed to “roll over” this amount to another custodian. See IRS Publication 969 for more information. You can find that document at <http://www.irs.gov>.

If our fees are paid from your HSA, and your account balance falls to zero, unpaid fees may accumulate. We may terminate your account and seek payment, or we may remove unpaid fees from your next deposit. We reserve all remedies available by law.

In some cases we may make arrangements to transfer your HSA to a successor custodian. Before we transfer your HSA we will give you 30 days advance notice. You may choose your own custodian and transfer your HSA to that party. Or you may withdraw your funds and close your account. If you continue to maintain an HSA with us it will be transferred to the new custodian. We are not responsible for any tax consequences or fees payable to the new custodian.

If we close or transfer your Account, we will sell your mutual funds and convert your balance to cash. You agree that we are not responsible for any investment losses that may result. We may also hold a portion of your account to pay for outstanding expenses. These may include, but are not limited to, the following:

- Any fees, expenses or taxes that may be charged against your HSA.
- Any penalties or charges that may result from selling an investment in your HSA.



5.6 Successor Custodian. Our organization may change from time to time. We may change our name, for example, or be purchased by another bank. In these and similar situations, the new organization will be the successor custodian of your HSA.

5.7 Notices and Change of Address. We will send any required notices to you at the address or email we have in our records. You need to tell us if you move or change your email address. You may contact us through our website or by calling the number on the last page of this Agreement.

5.8 What Law Applies. The Custodian is subject to federal laws that apply to National Banks. HSAs are subject to federal tax and labor laws. This Agreement should be interpreted in a manner consistent with those laws. The laws of the State of Utah may also apply in interpreting this Agreement. Some states and localities may have tax laws that are different from the federal laws for HSAs. If you have any questions you should consult a tax professional.

If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. If either of us fails to enforce a provision, it will not be treated as waived. Either of us may still enforce every such provision.

5.9 Business Days. Bank “Business Days” are Monday through Friday. Federal holidays are not included.

5.10 Escheat. If your account is inactive for a long time and our attempts to find you fail, we must transfer your account balance to your state. That process is called escheat. The time period of inactivity before funds must be escheated varies from state to state. Once the funds are transferred to the state, you may be able to recover the funds from the state itself, but not from us.

Section 6: Arbitration

This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. These arbitration provisions shall survive closure of your account or termination of all business with us.

If any provision of this section is ruled invalid or unenforceable, this section shall be rendered null and void in its entirety.

Arbitration Rules: In the event of a dispute relating to or arising out of your account or this Agreement, you or we may elect to arbitrate the dispute. At your election, the arbitration shall be conducted by either JAMS or the American Arbitration Association (“AAA”) (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1.800.352.5267 or www.jamsadr.com and for the AAA by contacting the AAA at 1.800.778.7879 or www.adr.org. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. Without regard to which arbitration body is selected to resolve the dispute, any disputes between you and us as to whether your claim falls within the scope of this arbitration clause shall be determined solely by the arbitrator, and not by any court.

Arbitration Process: Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator’s decision will generally be final and binding. At your request, for claims made to consumer accounts, we will advance your filing and hearing fees for any claim you may file against us; the arbitrator will decide whether we or you will ultimately be responsible for those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

Effects of Arbitration: If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants, or in any other form of representative capacity that seeks monetary or other relief beyond your individual circumstances, pertaining to any dispute subject to arbitration. There shall be no authority for any claims to be arbitrated on a class action or any other form of representative basis. Arbitration can only decide your or

our claim, and you may not consolidate or join the claims of other persons who may have similar claims, including without limitation claims for public injunctive or other equitable relief as to our other customers or members of the general public. Any such monetary, injunctive, or other equitable relief shall be limited solely to your accounts, agreements, and transaction with us. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

Section 7: Funds availability

7.1 Your Ability to Withdraw Funds. The date that we receive your deposit and when you may withdraw funds will depend on the type of funds deposited. It will also depend on the time of day they are deposited. Funds must be deposited on a Business Day or they will be treated as deposited on the next Business Day. We will treat funds as received on the same day if they are deposited as follows:

Type of Deposit	Must be Received Before	To Be Available
Electronic (ACH)	2:00 p.m. CT	On the next business day
Wire Transfers	2:00 p.m. CT	On the next business day
Check	2:00 p.m. CT	On the next business day

Deposits that are made later than the above times are treated as received on the next Business Day.

7.2 Longer Delays May Apply.

- Funds you deposit by check may be delayed for a longer period. This may happen if we believe that a check you deposit may not be paid. It may happen if you have overdrawn your HSA repeatedly in the last six months. It may happen if you redeposit a check that has been returned unpaid.
- Funds you deposit may be delayed if there is an emergency. This includes computer or communications failures.
- We will notify you if we delay your ability to withdraw funds for any reason. We will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit.

Section 8: Miscellaneous

8.1 Health Savings Account Information. For more information on HSAs, contact your district IRS office. HSAs are also described in IRS Publication 969. You can find that document at <http://www.irs.gov>.

8.2 Legal and Tax Advice. We do not provide legal or tax advice. You are solely responsible for the following:

- Whether you are eligible for an HSA.
- How much you may contribute to an HSA.
- Whether contributions to your HSA are deductible.
- Reporting HSA information on your income tax returns.
- Taxation of amounts you withdraw from your HSA.

8.3 Legal Incapacity. Special rules apply to minors.

They may also apply to accountholders who are legally incapacitated. We may require that such persons appoint a representative. Those representatives may act on their behalf under this Agreement. They may exercise all of your rights. We may follow all directions from such representatives. We may rely on those directions as if they came from the minor or legally incapacitated person.

How to Contact us

MyCDH by Optum

C/O Health Account Services
PO BOX 6122
FARGO, ND 58108-6122

1-877-470-1771

www.mycdh.optum.com

Investments are not FDIC insured, are not guaranteed by Optum Bank, and may lose value.



Health savings accounts (HSAs) are individual accounts offered by Optum Bank®, Member FDIC, and are subject to eligibility and restrictions, including but not limited to restrictions on distributions for qualified medical expenses set forth in section 213(d) of the Internal Revenue Code. State taxes may apply. Fees may reduce earnings on account. This communication is not intended as legal or tax advice. Please contact a competent legal or tax professional for personal advice on eligibility, tax treatment and restrictions. Federal and state laws and regulations are subject to change.

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Optum Privacy Notice

Rev. 09/2015

FACTS	WHAT DOES OPTUM BANK DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<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"> • Social security number and name, address, and 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. <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
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.

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

Questions?	Please call us at 1-877-470-1771 or visit us online at www.mycdh.optum.com .
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What we do	
How does Optum Bank protect my personal information?	<p>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.</p> <p>We maintain physical, electronic, and procedural safeguards to protect your nonpublic personal information, including restrictions on access to your confidential information.</p>
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"> • Open an account • Use your payment card or make deposits or withdrawals • Update your contact information <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"> • sharing for affiliates' everyday business purposes —information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</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"> • <i>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.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Optum Bank does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Optum Bank does not engage in any joint marketing.</i>