

[First Name] [Last Name]  
[Address 1]  
[Address 2]  
[City], [State] [Zip/PC]

[Date]

Dear [First Name],

**Account number:** [Number]

## Owning your health saving and spending starts here.

Thank you for opening your Medicare Advantage Medical Savings Account (MSA). You've made a smart choice — your new account is key as you plan, save and pay for qualified medical expenses — now and in the future.



### Register your account.

Visit [optumbank.com](http://optumbank.com) and click "Register" to get online account access. Once registered, you can go online to view your account balance, manage your MSA, and tap into many helpful tools and resources.



### Sign and activate your card.

Read through the cardholder agreement. Then activate your new Optum Bank debit Mastercard<sup>®</sup> following the activation label instructions.



### Get started.

You can start using MSA funds to help cover qualified medical expenses, like doctor visits, eyeglasses, prescriptions and more. See reverse side for more details to help you get started.

#### Important information about your Optum Bank debit Mastercard<sup>®</sup>:

- You may obtain a Personal Identification Number (PIN) during the activation process. You may access your account wherever Mastercard cards are accepted using signature or PIN.
- Prevent fraud! Do not write your PIN down. Keep your card in a safe place. Your card and PIN are for personal use only. No one else should have access to your card or card number. Never give your card to another person to perform a transaction.
- If your card is lost or stolen, immediately call the number listed in the Contact Information section of the Cardholder Agreement.

[Card affixed here]

# More info for your MSA. **More possibilities for you.**



**Pay for qualified medical expenses.** You can use your MSA funds to help you cover qualified medical expenses, like doctor visits, eyeglasses, prescriptions and more. But please note: Money in your MSA cannot be used for qualified medical expenses of any other person, including a spouse.



**Learn what counts.** Get up to speed on qualified medical expenses with the latest tool, the QME Quick Search Tool. Find what counts according to the IRS — so you can make sure to pay or be reimbursed with your MSA funds.

- Find more information on [optumbank.com](https://optumbank.com).



**Grow your balance with investments.** Did you know you may qualify to invest a portion of your MSA in mutual funds? It's a great way to potentially grow savings for future medical expenses today, tomorrow or whenever you need it.

- Discover more on [optumbank.com](https://optumbank.com).



**Connect with more ways to pay.** With options like paying for qualified purchases on the spot or after you receive a bill, your MSA works like a checking account. You can also add your Optum Bank debit Mastercard® to Apple Pay, so your funds will be there for you — wherever you go.



**Find what you need, anytime.** Connect with online tools, resources and tons of information tailored to every stage of savings — whether you're just getting started or planning ahead for the future.

- Explore articles, videos and webinars on [optumbank.com](https://optumbank.com).

## **Have questions? We're here to help.**

Visit [optumbank.com](https://optumbank.com) or call **1-855-893-2300**, 24 hours a day, 7 days a week, excluding major U.S. holidays.



**Don't forget to go paper-free ... for free.** Get your MSA statements and tax forms delivered securely online. Sign into [optumbank.com](https://optumbank.com), click on "Account/Accounts Management" to access and update your "Communication Preferences" to "Online."

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

<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.

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

<b>Questions?</b>	Please call 1-855-893-2300, or visit us online at <a href="http://optumbank.com">optumbank.com</a> .
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## What we do

<p>How does <b>Optum Bank</b> protect my personal information?</p>	<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>
<p>How does <b>Optum Bank</b> collect my personal information?</p>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Open an account</li> <li>• Use your payment 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>
<p>Why can't I limit all sharing?</p>	<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

<p><b>Affiliates</b></p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies within UnitedHealth Group and those companies that share the Optum name; financial companies such as OptumHealth Financial Services and United-Healthcare Insurance Company; nonfinancial companies such as OptumInsight and UHG Print Services; and others such as United HealthCare Services, Inc. and Optum Specialty Benefits, Inc.</i></li> </ul>
<p><b>Nonaffiliates</b></p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Optum Bank does not share with nonaffiliates so they can market to you.</i></li> </ul>
<p><b>Joint marketing</b></p>	<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>• <i>Optum Bank does not engage in any joint marketing.</i></li> </ul>

# 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 0.01% with an APY of 0.01%.
- 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 0.01% with an APY of 0.01%.
- 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 0.01%.
- 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 0.01% with an APY of 0.01%.
- If your daily balance is between \$500.00 and \$999.99, the interest paid on the entire balance of your account will be 0.01% with an APY of 0.01%.
- If your daily balance is between \$0.00 and \$499.99, the interest paid on the entire balance of your account will be 0.01% with an APY of 0.01%.

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 (APY)
\$15,000.00–unlimited	0.01%	0.01%
\$5,000.00–\$14,999.99	0.01%	0.01%
\$2,000.00–\$4,999.99	0.01%	0.01%
\$1,000.00–\$1,999.99	0.01%	0.01%
\$500.00–\$999.99	0.01%	0.01%
\$0.00–\$499.99	0.01%	0.01%

### 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 non-cash items (for example, checks) are posted to your account.

## Schedule of Fees

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

### Standard fees

Monthly maintenance fee
\$0.00*
Includes use of:
• Optum Bank debit Mastercard® — to pay charges directly
• Online bill payment
• Receipt vault — allows you to upload and store images of the receipts online
ATM and outbound transfer fee
• \$2.50 per transaction. In addition to our fee, the bank/ATM you use to withdraw funds may charge you their own fee.
• \$20.00 per outbound transfer or rollover to another MSA custodian.

**\$1.50 printed statement fee.** If you do not choose online delivery for your account statements, we will charge this fee for every statement we mail to you. Note: there is no charge for online statement delivery.

\*The standard \$2.50 fee is being paid on your behalf. If fee payment arrangements change for your account, the \$2.50 fee will become your responsibility and will be assessed to your account for average balances below \$3,000.00. The average balance to waive the monthly maintenance fee does not include investment funds.

### Investment account†

Monthly investment fee	Investment threshold
.03% of invested balance, not to exceed \$10/mo and only applied if funds are invested.	\$2,000.00 — The balance in your account must remain at or exceed the investment threshold each time a new investment is made.

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

## Custodial and Deposit Agreement

This Medicare Advantage Medical Savings Account Custodial and Deposit Agreement ("Agreement") sets forth the terms and conditions that govern your Medicare Advantage Medical Savings Account ("Account" or "MSA") 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 MSA, any spouse beneficiary upon the death of the MSA owner, or any third party authorized or appointed to access and use the MSA, which third party will be considered the agent of the MSA owner.

### A. Establishment

1. If you instruct us to open an MSA, or we are instructed to open an MSA on your behalf as part of your Medicare Advantage Health Plan ("Plan"), any use of the MSA, including but not limited to, activating any associated debit card(s), registering on our website to obtain online access to your MSA, receiving deposits from the Plan, or otherwise using the MSA, is ratification of your desire to have an MSA, and consent 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 MSA 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 MSA as may be provided to you and amended by us from time to time and made available at [optumbank.com](http://optumbank.com) (collectively the "MSA Documentation").
2. In connection with the establishment and ongoing administration/maintenance of your MSA, you hereby authorize and direct us to provide any information about your MSA, including your account number or any other non-public personal information, to your Plan and those acting on behalf of the Plan. Furthermore, you hereby authorize and direct the Plan and those acting on behalf of the Plan to take any actions with regard to your MSA as deemed necessary and appropriate, including but not limited to, making deposits, debiting your Account to adjust contribution amounts, and correcting errors in accordance with the Internal Revenue Code, the regulations issued thereunder (as amended from time to time) and any other federal and state law or regulation applicable to the MSA (the "Code") where necessary.
3. We assume no responsibility for tax or other consequences to anyone arising from the establishment or use of an MSA, including but not limited to determining any adverse tax or other consequences in connection with the MSA and any contributions thereto. You are solely responsible for any taxes, interest, penalties and other expenses which may be payable under the Code. 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 MSA, you should consult with an attorney or other qualified tax professional to confirm eligibility requirements and applicable restrictions.
4. You acknowledge and agree that we are the custodian of your MSA and nothing in the MSA 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.
5. The MSA is self-administered by you and your interest in your MSA is non-forfeitable. Notwithstanding the foregoing, the Plan, or those acting on behalf of the Plan, may withdraw or adjust the contributions made on behalf of the Centers for Medicare and Medicaid Services ("CMS") in administering the Plan or as required by CMS or the Code. Except as provided by the Code or in the MSA Documentation, neither you nor the person(s) you have chosen to receive the proceeds of your MSA upon your death, 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 MSA in any manner whatsoever, including but not limited to, using the funds in your MSA 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 the Code.

6. The MSA is established by you pursuant to federal tax law, and is neither endorsed by nor sponsored by the Plan or any other third party. Your MSA is an individual custodial account arrangement between you and us. As a result, the MSA is not part of an ERISA benefit plan.
7. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. As a result, when you open an MSA, 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 MSA 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 MSA, as defined in the Code, and that we are not responsible for verifying your status as an eligible individual. By using the MSA, you represent and warrant that you are eligible to establish and receive contributions to an MSA, and meet all other necessary eligibility criteria.

#### **C. Deposits/contributions**

1. The Plan, on behalf of CMS, is the only entity that can make a deposit to your MSA. Such deposits will be made only once per year. Except in the case of certain rollover contributions, and except as otherwise permitted by the Code, no contribution will be accepted by us unless it is from CMS through the Plan for an MSA.
2. There is no minimum balance requirement for your MSA, however, we reserve the right to close your MSA in accordance with the terms and conditions of this Agreement.
3. All contributions to your MSA must be received by the Plan and in U.S. Dollars. You hereby authorize and direct us to accept contributions that are made by the Plan and to act without further inquiry in accordance with the instructions given to us by you, the Plan, or any third party authorized or appointed to act on the MSA, including any instructions that specify a particular tax year for contributions. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited to your MSA subject to final settlement in cash or credits.
4. Funds contributed to an MSA that remain uninvested and on deposit at the Bank are insured up to the applicable limit by the Federal Deposit Insurance Corporation ("FDIC"). The amount of insurance coverage available to you depends on the number of accounts you have with us and the ownership of such accounts. For additional information, you may visit the FDIC's website at [www.fdic.gov](http://www.fdic.gov).
5. 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 and any administrative procedures implemented by us.
6. Funds deposited in an MSA will become available to you in accordance with the timeframes set forth in the MSA Documentation. Upon a Plan contribution, 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 MSA between the time that the Plan contributes 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 MSA. We reserve the right to refuse, limit or return any funds received for deposit. All contributions accepted are subject to verification. Your MSA online statement will reflect all amounts credited to your MSA. In accordance with the Code, we reserve the right to reject and/or return any contributions and correct errors (whether made by us, the Plan or those acting on behalf of the Plan, if applicable).
7. You will earn interest on the funds on deposit in your MSA at the rate established by us as described in the MSA Documentation. Interest will accrue daily based on the balance of funds on deposit in your MSA 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 MSA will be on a tiered basis, as described in the MSA Documentation. Your interest rate and annual percentage yield (in any or all categories set forth in the Truth In Savings provisions of the MSA

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 MSA Documentation for the services we perform for you in connection with your MSA, including but not limited to any and all fees disclosed on the Schedule of Fees. The Plan 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, or our designee to collect all fees, charges, assessments and any other amounts you owe us, directly from the cash available in your MSA, or if sufficient cash is not available, by sale of sufficient assets in your MSA Investments and application of the sale proceeds to pay such fees and expenses. 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 interchange fees and other compensation from third parties related to your debit card use and MSA Investments, including without limitation, any Health Savings Brokerage Account or online digital adviser services, and that this compensation is in addition to any administration fees related to the MSA. Information relating to such compensation and fees is available upon written request to us at Optum Bank, P.O. Box 271629, Salt Lake City, UT 84127-1629.

#### **D. Operational accounts**

In our capacity as custodian of the MSA, we may establish and maintain certain record-keeping sub-accounts for the efficient administration and management of the MSA. The MSA 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. Except as provided in the MSA Documentation, you may withdraw all or any part of the balance of your MSA at any time upon your direction and only you and any authorized signer you designate through the process established by us can initiate distributions from your MSA.
2. You are solely responsible for substantiating and documenting that MSA funds are used to pay or reimburse qualified medical expenses 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 MSA, whether made by a check provided to you in connection with your MSA ("Check"), a Debit Card or other access device issued to you or to an authorized signer of your MSA ("Debit Card"), or a third-party transfer from your MSA. 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 MSA 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 MSA. 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 MSA 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 MSA 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 MSA, 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 MSA. You authorize us to debit your MSA 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 MSA is governed by and subject to the terms and conditions of the MSA 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 MSA, which includes the MSA balance less any holds applicable to funds contributed into your MSA. We have no obligation to distribute funds and we will not be liable for dishonoring any distribution or withdrawal request that would exceed the available cash in your MSA, even if you have a sufficient balance in your MSA Investments. If your MSA becomes overdrawn for any reason, you agree to immediately repay the amount of any overdraft and all related fees or, where necessary, you authorize and

direct us in accordance with Section C(8) of this Agreement, to sell assets in your MSA Investments in order to pay such overdraft and related fees, including, selling any or all assets in the MSA Investments and investing the portion of the sales proceeds remaining after collection of the overdraft and related fees to your MSA cash balance. If we pay items by overdrawing your MSA, 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 MSA.

#### F. Self-directed investments

1. At our election, investment options permitted under the Code and other applicable law, including but not limited to, mutual funds (MSA Investments), may be made available for all or a portion of the balance in your MSA in excess of any minimum amount established by us. **The MSA 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 MSA Investments or any other investment options made available by us are made available solely online through our website at [optumbank.com](http://optumbank.com). By your online registration and use of the MSA 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 MSA 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 MSA Investments you select. If you would like to receive a paper copy of any prospectuses, statements of additional information, shareholder reports, or other fund documentation, you may receive it at no additional cost to you by calling the respective mutual fund's toll-free shareholder service number contained in its prospectus during normal business hours.
  3. Other than as made available to you online through our website, you hereby decline or waive the receipt of any and all confirmations of your trades in MSA Investments. You may obtain immediate confirmation of any transaction in the MSA Investments by either using the Print Screen function following each transaction, or by monitoring your MSA 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, registered investment advisers or broker-dealers, to provide certain services to you with respect to the MSA 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 the Code and other applicable laws.
  5. The MSA Investments in which you are able to invest are selected by a registered investment adviser that performs and acts as the mutual fund selection fiduciary for your MSA and selects mutual funds in accordance with an investment policy formulated by the registered investment adviser. In some instances, MSA Investments may be selected by the Plan, and no investment policy formulated by our registered investment adviser shall apply to the selection of such MSA Investments. We make no representations as to the quality or performance of any MSA Investments.
  6. We, and any investment adviser or other service providers we may utilize, reserve the right to add, subtract or otherwise modify any MSA Investments made available to you, including but not limited to, the termination of your ability to make purchases in an MSA 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 MSA 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 MSA. You acknowledge that any liquidation of MSA Investments will not result in immediately available funds for deposit to your MSA and such funds will be available only in accordance with the terms and conditions applicable to the specific MSA Investment made by you and the terms and conditions of the MSA regarding availability of funds. You acknowledge that in the event we are notified of any change in your eligibility, or the Plan you may be required to re-enroll in the MSA Investments.
  7. No part of your MSA funds may be invested in life insurance contracts; nor may the assets of the MSA be commingled with other property except in a common trust fund or common investment fund.
  8. All MSA 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 holders of an MSA. The same nominee name may be used with respect to assets of other MSAs whether or not held under agreements similar to this one or in any capacity whatsoever. However, we, or a service provider utilized by us, shall maintain a separate accounting of the MSA Investments registered in our nominee name for the benefit of your MSA.
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 MSA Investments. 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 the Code and other applicable laws.
  10. MSA Investments are self-directed and you have the sole authority and responsibility to select and direct the MSA Investments. We do not and will not provide any investment advice to you in connection with the MSA Investments or your MSA. 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 MSA Investments, vote any MSA 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 MSA and MSA Investments. You acknowledge that in the event we are notified of any change in your eligibility, or Plan, any such automatic sweep functionality may expire and may require re-establishment by you. We shall not be liable for any investment losses sustained by you that result from your exercise of investment control over your MSA, 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 MSA Investments will not result in immediately available funds for deposit to your MSA and such funds will be available only in accordance with the terms and conditions applicable to the specific MSA investment made by you and the terms and conditions of the MSA Documentation regarding availability of funds.
  11. To the extent applicable, we will settle all purchases, sales, investments and reinvestments of MSA 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 MSA or MSA 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 MSA 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 MSA Investment is open for business ("Trading Day"). Please refer to the MSA Investment's prospectus to determine when each MSA Investment is open for business and the established cut-off time. You acknowledge and agree that (i) MSA Investment purchase requests submitted before 4 pm ET on a Trading Day will receive that Trading Day's NAV, while purchase requests after 4 p.m. ET on a Trading Day will receive the next Trading Day's NAV; (ii) MSA Investment sell requests submitted before 4 p.m. ET on a Trading Day will receive that Trading Day's NAV, while sell requests submitted after 4 p.m. ET on a Trading Day will receive the next Trading Day's NAV; and (iii) automatic investment sweep directions are processed by us or a third-party service provider retained by us at 4 p.m. ET on each Trading Day and will receive that Trading Day's NAV. Occasionally for reasons such as power interruption, phone line interference, satellite failure, force majeure, or user error, electronic trades do not transmit properly and will be transmitted as soon thereafter as possible unless you are otherwise informed. In addition, markets may close early, which may also affect the transmission of orders. Sell requests received after an early market close will be treated as if they were received after their regularly established cut-off time. You agree that we shall not be liable for any investment losses sustained by you that result from any delay or failure that is beyond our control, including but not limited to, any losses sustained as a result of any mutual fund payment delay or other failure.
  13. (a) The prospectus for each MSA Investment contains important information regarding the mutual fund, including information on any fees charged. You acknowledge that, in accordance with the prospectus, some MSA 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 MSA.  
(b) The mutual funds making up the MSA 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 MSA 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 service providers and other entities to select mutual funds and process your orders, and these fees are used to offset these costs; any excess fees are, however, retained by the Bank and will not be remitted to you.

(c) Investment advisers utilized 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 account holder**

1. If you die or are declared legally incompetent before the entire interest in your MSA has been distributed, we can continue to accept and process contributions to your MSA until we have actual notice of the death/incompetency and have a reasonable chance to act. Upon notification, we will freeze your MSA (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 Form submitted to us is complete, accurate and satisfies all legal requirements under the Code and other 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 MSA will become your spouse's MSA as of the date of death. If your Beneficiary is not your spouse, the MSA ceases to be an MSA 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 the Plan where necessary and by any payments made for your qualified medical expenses if paid within one year of your death. We will require certain documents to be presented to us before funds in an MSA can be transferred or paid out and the MSA 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, 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 MSA Documentation) to third parties in the amounts specified by you.
2. Subject to the limitations disclosed in the MSA Documentation, you may transfer funds or arrange to have preauthorized payments made to and from your MSA online at optumbank.com. For such services, you authorize us to charge or credit your MSA 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 MSA 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 MSA 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 MSA, or to discontinue a recurring preauthorized

third-party debit to your MSA 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 MSA.

4. If you have instructed us, through services available on our website, to make regular payments to or from your MSA, you can stop such payments online at 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. You are responsible for monitoring your account and promptly notifying us of any errors or suspicious activity. In case of errors or questions about your Account, call us at 1-855-893-2300 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 MSA or the transfers you make: (i) Where it is necessary for completing transfers; (ii) In order to verify the condition and existence of your MSA 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) Upon your direction or 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 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 MSA 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**

1. We are entitled to rely upon the information and instructions we receive with respect to your MSA, including the information contained in the MSA Application, and have no obligation to make further investigation, except as required by law or as provided in the MSA Documentation. You represent and warrant to us that any information or instruction you have given or will give us with respect to your MSA 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 [optumbank.com](http://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 MSA. Informing us of your address or name change in any other manner is not sufficient. Changes to your telephone number and email address can be communicated to us online at [optumbank.com](http://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 MSA are governed by the MSA Documentation and we may amend the MSA Documentation at any time without your consent. Any amendment will become effective on the date stated in the amendment; provided, that the MSA 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 MSA Documentation is found to be in conflict with the Code, or such, other laws will supersede that provision.

#### **K. Notices**

Any required notice regarding your MSA will be made available to you online at [optumbank.com](http://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 MSA 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 MSA Documentation. In no event may arbitration be initiated more than one year following the date the dispute arose. Any arbitration proceeding under the MSA 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 MSA 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 MSA 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 MSA Documentation, periodic statements in electronic format will be made available at no charge. You may view your statement by accessing your MSA at [optumbank.com](http://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 but may charge a fee as disclosed on our fee schedule. 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 MSA without your prior consent, provided that such assignee is qualified under the Code to be an MSA custodian or trustee. Upon any assignment of this Agreement, the assignee shall automatically become custodian of the MSA if it is qualified under the Code to serve as an MSA custodian or trustee. You acknowledge and agree that such assignment may result in loss of FDIC insurance coverage for any MSA 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 MSA 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 MSA) is bought by another organization, that organization shall automatically become the custodian or trustee of your MSA, but only if such organization qualifies under the Code to be an MSA custodian or trustee. If the new organization is not qualified to be an MSA custodian or trustee as required by the Code, the MSA will be terminated effective

as of the date the new organization takes control and you direct us to liquidate any MSA Investments and distribute to you all funds in your MSA, including any liquidated MSA Investments as provided under the MSA Documentation and the Code.

3. We can resign as custodian of your MSA at any time upon notice to you. Upon receipt of notice, you must make arrangements to transfer your MSA to another trustee or custodian qualified under the Code. If you do not complete a transfer of your MSA within thirty (30) calendar days from the date we mail the notice to you, we have the right to liquidate any MSA Investments and to transfer or otherwise assign your MSA, including any liquidated MSA Investments to a successor MSA custodian or trustee that we choose in our sole discretion, or we may pay your MSA, including any liquidated MSA 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 MSA at any time without your consent. No addition, subtraction, modification or termination will affect our right to debit the MSA 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 MSA Documentation. If we terminate your MSA and you hold MSA Investments, we may liquidate any MSA investments and distribute to you all funds in your MSA, including any liquidated MSA Investments as provided under the MSA Documentation and the Code.
5. You may close or transfer your MSA at any time by notifying us in writing at Optum Bank, P.O. Box 271629, Salt Lake City, UT 84127-1629. Upon your notification, you authorize and direct us to liquidate all MSA Investments and once the proceeds of such liquidation have settled to your MSA, the MSA will terminate or transfer. If you receive a distribution of your MSA funds, including any liquidated MSA Investments under this Section N, you are responsible for depositing such funds into another qualified MSA within sixty (60) days from your receipt of such funds if you wish to continue to maintain an MSA.

#### **O. Defaults**

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

#### **P. Unclaimed property laws**

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

#### **Q. Limitation of liability and hold harmless**

In connection with your MSA and the MSA 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 Federal Deposit Insurance Corporation 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 MSA, (ii) in connection with our honoring of any subpoena or court order relating to your MSA or (iii) other costs, expenses or liabilities arising under the MSA Documentation except costs, expenses or liabilities that arise from our breach of any duty under the MSA Documentation.

#### **R. Miscellaneous**

We can choose not to exercise or to delay enforcement of any of our rights under the MSA Documentation without compromising them. Each party's rights and obligations under the MSA Documentation will be binding upon its

heirs, executors, legal representatives, successors and permitted assigns. If any provision of the MSA Documentation is held invalid or unenforceable, all other provisions of the MSA Documentation shall remain in full force and effect. The MSA Documentation becomes effective upon the opening of your Account. The MSA Documentation shall be governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

## FUNDS AVAILABILITY

### Your ability to withdraw funds

Our check-clearing procedures have been designed to protect our customers' deposits and to make funds available as soon as possible. When a contribution 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 deposit by the Plan. Every day is a business day except Saturdays, Sundays, and federal holidays. If we receive your Plan's deposit by 2 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if we receive your Plan's deposit after 2 p.m. or on a day we are not open, we will consider that deposit made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

### Same-day availability

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

### Special rules for new accounts

If you are a new customer, the following special rules will apply during the first 30 calendar days your account is open: Funds from Plan deposits of cash or wire transfer will be available on the first business day after the day of a Plan deposit. Funds from Plan check deposits will be available on the seventh business day after the day of the Plan deposit.

**Optum Bank, Member FDIC**  
**P.O. Box 271629**  
**Salt Lake City, UT 84127-1629**

Medicare Advantage Medical Savings Accounts (MSAs) are individual accounts offered or administered by Optum Bank®, Member FDIC, and are subject to eligibility requirements and restrictions on deposits and withdrawals to avoid IRS penalties. State taxes may apply. Fees may reduce earnings on account. The content in this document is not intended as legal or tax advice. Federal and state laws and regulations are subject to change.

## Cardholder Agreement

The following terms and conditions apply to the Card issued by Optum Bank, Inc. on your Account. You must sign your Card immediately upon receipt and before using it. Accepting, signing, activating, using, or permitting another person to use your Card or Card number, signifies (a) your consent to be legally bound by this Agreement and (b) your receipt of and agreement to be legally bound by the terms and conditions of the Medicare Advantage Medical Savings Account Custodial and Deposit Agreement which you received when you opened your Account.

**Definitions.** In this Agreement, the words "you", "your" and "yours" mean the individual to whom a Card is issued to access funds in an Account. The words "we," "our," "us" or the "Bank" refer to Optum Bank, Inc. and our successors and assigns. "Agreement" means these terms and conditions, as they may be amended by the Bank from time to time. "Card" means the Optum Bank debit Mastercard® or other access device that is issued by the Bank under this Agreement in connection with your Account. "Account" means the Medicare Advantage medical savings account (MSA) you have opened at the Bank, into which funds are deposited by Medicare through your Medicare Advantage Health Plan. "Additional Cardholder" means any third party authorized or appointed to access and use the Account (which third party will be considered your agent) and to whom you have requested that we issue a Card. "Business Days" are Monday through Friday, not including federal and state bank holidays.

**Card use.** You have requested that the Bank issue a Card to you, and any Additional Cardholder, in connection with your Account. The funds held in your Account are insured by the FDIC (for more information, see [www.fdic.gov/EDIE](http://www.fdic.gov/EDIE)). The Card may be used to: (a) withdraw cash from your Account; (b) make purchases at locations that accept Mastercard cards; and (c) pay bills directly from your Account in the amounts and on the days you request. Some of these services may not be available at all terminals. Use of your Card to purchase goods or services will be treated as a distribution from your Account, and you authorize the Bank to debit the Account to pay for transactions made by you and/or Additional Cardholders, and for fees associated with the issuance or use of your Card, such as ATM and cash advance fees, as provided in the Bank's then current Schedule of Fees, which may change from time to time. There is no limit on the number of transactions you can make using your Card (however see "Security" below).

**Additional card holder.** You are responsible under this Agreement for all use of your Account by any Additional Cardholder and by anyone else you or an Additional Cardholder let use the Card, even if you did not intend for such Additional Cardholder or other person to use the Card for any transactions. You authorize us to provide Account information to any Additional Cardholder and the sponsor of your high deductible Medicare Advantage Plan and to discuss the Account with them. Furthermore, you agree to notify each Additional Cardholder, at the time he or she becomes an Additional Cardholder that we may receive, record, exchange and use information about him or her in the same manner we do with information about you, as described herein.

**Account Management.** You acknowledge that you are solely responsible for (a) determining whether you are an MSA-eligible individual from month to month, (b) deciding what constitutes a qualified medical expense under applicable law and substantiating or adjudicating any such expenses, or (c) otherwise maintaining or managing your Account. You are solely responsible for any taxes, interest, penalties and other expenses which may become payable under applicable law in connection with your Account and/or Card whether for you or an Additional Cardholder. You agree to obtain and save invoices or receipts for all Card transactions.

**Available funds.** The Card is not a credit card, and you agree not to make any withdrawal, debit, or purchase which would exceed the funds available in your Account and understand that such transactions can be denied at the point of sale. Since some merchants may not allow you to pay for part of your purchase with your Card and a part with another form of payment, if you think you may not have enough funds in your Account for a transaction, ask the merchant first if it allows two forms of payment for the same transaction. We shall not be obligated to you if authorization is denied for any transaction or if any merchant refuses to honor your Card or retains your Card if authorization for its use is not given. We may process a transaction even if we have not authorized it, but that does not mean we will process or authorize the same type of transaction again.

**Merchant Disputes.** You must handle any claim or defense for purchases directly with the merchant or other business establishment that accepts the Card; and you must pay the total amount of the sales draft plus any appropriate charges we may be authorized to make. If you return anything you purchased with the Card, you agree to accept a credit to your Account and not a cash refund, at the discretion of the merchant. We are not liable if any merchant refuses to accept the Card or if authorization is denied for any transaction. We are not liable if your Card cannot be used at an ATM.

**Security.** You agree not to disclose your Personal Identification Number (PIN) to any person and to keep the Card and PIN separate and secure. As a security precaution, fraud prevention measure, and for your protection, we may restrict access to or suspend your Card, or refuse to authorize a transaction with your Card even if you have funds available, if we notice excessive use of the Card or other suspicious activities. We may reinstate access once we have notified you and rectified any problems.

**Cancellation.** The Bank may at any time and without prior notice cancel, suspend, or revoke any Card for any reason. You can cancel or revoke any Card or authorization to access your Account by notifying the Bank in writing (see "Contact Information" below). No cancellation or suspension will affect your obligation to pay any amounts you owe under this Agreement. All Cards issued in connection with your Account will be cancelled upon notification of your death.

**Statements.** Periodic statements in electronic format will be made available at no charge. You may view your statement by accessing your Account on our website (see "Contact Information" below). Upon your written request, we will provide you with a paper copy of your periodic statement but may charge a fee as disclosed on our fee schedule. You agree to examine each statement after it is made available online or sent to you. If you discover any unauthorized transactions, errors, discrepancies, or suspicious activities, you must promptly notify us (see "Errors or Questions" below).

**Changes.** You agree to notify the Bank promptly, in writing, of any name, address, or other change that may affect your Account, Card, or our ability to service your Account (see "Contact Information" below).

**Fees.** The Bank may charge Account maintenance, closure, transfer, transaction, ATM withdrawal, and other applicable fees as set forth in the Schedule of Fees, which may change from time to time. You may also be charged a fee by the ATM operator or network. Additional fees may apply to international transactions.

**Card ownership.** The Card is our property and is not transferable. You agree to surrender your Card or any Additional Cardholder's Card upon our request.

**Bank liability.** If we do not complete a Card transaction on time or in the correct amount, according to this Agreement, we will be liable for your losses or damages. However, we will not be liable: (a) if, through no fault of ours, you do not have enough available funds in your Account for the transaction; (b) if the system was not working properly and you knew about the breakdown when you started the transfer; (c) if circumstances beyond our control (such as

fire, flood, or computer or communication failure) prevent the transfer, despite reasonable precautions that we have taken; or (d) other exceptions stated in this Agreement.

**Confidentiality.** We will disclose information to third parties about your Account or the transfers you or an Additional Cardholder make: (a) where it is necessary for completing transactions, (b) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, (c) in order to comply with government agency or court orders, or (d) if you give us your written permission. (See also, "Additional Cardholders".)

**Lost of stolen card.** You agree to tell us AT ONCE if you believe your Card or PIN has been lost or stolen or is being used without your permission (see "Contact Information" below). If you notify us within 2 business days of discovering that the Card has been lost/stolen or used fraudulently, your liability will be no more than \$50. If you do NOT notify us within 2 business days after you learn of the loss or theft of your Card or PIN, you could lose as much as \$500. If you do not notify us within 60 days of when the statement containing the unauthorized transaction(s) was sent to you or made available to you on our website, you may be responsible or liable for all transactions that occurred after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Error or questions.** In case of errors or questions about your Account or Card transactions, call or write to us (see "Contact Information" below). 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.

**Amendments.** We may amend or change any part of this Agreement or add or remove requirements at any time. If we do so, and if required by law, we will send a notice to you at the last address we have for you in our records. Any amendment will become effective on the date stated in the notice. However, if the change is made for legal, regulatory, or security purposes, it will be effective immediately and we may implement it without prior notice. We may at any time, with or without cause and without advance notice, terminate this Agreement, close the Account and/or temporarily or permanently suspend or revoke your

use of a Card or any Additional Cardholder's Card. You may cancel the Card or any Additional Cardholder's Card by notifying us in writing (see "Contact Information" below). No cancellation or suspension will affect your obligation to pay any amounts you owe under this Agreement.

**Default.** You will be in default if you fail to meet any of your obligations under this Agreement or any other agreement with the Bank or any of its affiliates. If you are in default, or if you cancel a Card or close your Account, we will not be obligated to continue to provide services under this Agreement. In the event of a default, we may also exercise any other legal rights we may have, including without limitation, closing your Account or cancelling any Cards. If we are required to take any legal action under this Agreement, you agree to pay our court, collection, and attorney costs and fees.

**Arbitration.** Any claim or controversy that is not resolved 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. In no event may arbitration be initiated more than one year following the date the dispute arose. Any arbitration proceeding under this Agreement shall be conducted in Salt Lake City, Utah. The arbitrators may construe or interpret but shall not vary or ignore the terms of this Agreement, 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 this Agreement affects interstate commerce the Federal Arbitration Act applies.

**Enforcement and applicable law.** We can choose not to exercise or to delay enforcement of any rights under this Agreement without compromising them. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. We may assign this Agreement and any rights or obligations hereunder to a third party without notice to you. You may not assign this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions of this Agreement shall remain in full force and effect. This Agreement shall be governed by applicable federal laws, rules and regulations. To the extent federal law is not applicable, the laws of the state of Utah shall govern this Agreement. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

**Contact information.** Mail: Optum Bank, P.O. Box 271629, Salt Lake City, UT 84127-1629. Toll-free phone: 1-855-893-2300. Web: [optumbank.com](http://optumbank.com). Phone and web information are also listed on the back of your Card.