

Custodial and Deposit Agreement

CUSTODIAL AND DEPOSIT AGREEMENT ("Agreement")

The person whose name appears on the Application is establishing with us a Health Savings Account (HSA) qualified under Section 223 of the Code. Funds on deposit in the Account at the Bank are insured by the FDIC up to the limits specified in the Federal Deposit Insurance Act and applicable regulations adopted by the FDIC from time to time.

DEFINITIONS

Defined terms are italicized. As used in this Agreement:

- *Account* means the HSA deposit account you have established with us.
- *Application* means the HSA application.
- *Bank* means OptumHealth Bank, Inc., a Utah state-chartered bank, Member FDIC, or its successors or assigns.
- *Beneficiary* means the person you have chosen to receive the proceeds of your Account, as shown in the Application or any other form provided by us.
- *Card Agreement* means the Health Savings Account (HSA) Card Agreement, which governs all use of the Debit Card.
- *Check* means the checks which may be provided to you in connection with your Account.
- *Code* means the Internal Revenue Code of 1986, as amended as of the date of and during the term of this Agreement, and all the rules and regulations in effect or adopted by the United States Internal Revenue Service during the term of this Agreement.
- *Debit Card* means the authorized third party provider access card which may be issued to you, and to an authorized user of your Account, if applicable, by the Bank in connection with your HSA.
- *Disclosure Statement* means the statement provided by us to you describing how you can obtain Investments for your Account.
- *ERISA* is the federal Employee Retirement Income Security Act of 1974, as amended as of the date of and during the term of this Agreement.
- *FDIC* is the Federal Deposit Insurance Corporation.
- *Investments* shall mean such mutual funds as have been accepted by us and made available to you for purchase using funds within the Account as directed by you either through arrangements directly with the mutual fund or through a service provider as provided under the terms of this Agreement, the Disclosure Statement, and the separate terms and conditions contained within the prospectus and statement of additional information relating to the purchase of any specific mutual fund.
 - Investments are not insured by the FDIC.
 - Investments are not guaranteed by us.
 - Investments may lose value.
- *You, your or yours* means the owner of the Account, any spouse beneficiary upon the death of the Account owner, or any third party authorized or appointed to access and use the Account, which third party will be considered the agent of the Account owner.
- *We or us or our* means the Bank, its parent, affiliates, officers, employees, agents and representatives, including but not limited to, subagents, subcustodians and subcontractors.

OUR RIGHTS AND OBLIGATIONS

As custodian of the Account, our sole duties are to:

- Keep accurate and complete records of contributions to, Investments made within, and distributions from your HSA;
- File any returns and reports imposed by the Code upon us as HSA custodian; and
- Use ordinary care and reasonable diligence in maintaining your HSA.

Upon any assignment of this Agreement or the HSA by us, the assignee automatically shall become the custodian of the Account. Upon your death, we will pay any balance in your Account (after deducting the amount of any Debit Card or other transactions made and related adjustments and chargebacks and any other Account fees and charges which may be owing) to the Beneficiary(ies) designated by you on the Application, or as amended by you in a written notice to the Bank. Notify us immediately if you wish to change the Beneficiary, such as in the case of a change in your marital status.

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. We assume no responsibility for tax or other consequences to anyone arising from the establishment or use of the HSAs. You may wish to consult with an attorney or other qualified tax professional. By using the Account, you acknowledge and agree that nothing in this Agreement is construed to confer fiduciary status upon us for any purpose. We are not required to perform any additional services or undertake any fiduciary responsibility unless specifically agreed to under the terms and conditions of this Agreement or a separate agreement entered into by and between you and the Bank.

YOUR RESPONSIBILITIES

You acknowledge and agree that you are solely responsible for (i) determining whether you are eligible to have an Account, and whether distributions from your Account, including Check, Debit Card purchases and other Account withdrawals, constitute qualified medical expenses, as defined in the Code, (ii) keeping appropriate records for these purposes, (iii) ensuring that all contributions and Investments you make are permitted under applicable law, (iv) determining the tax consequences of any contributions (including rollover contributions) and distributions you make, and any taxes, interest, penalties and other expenses which may be payable under law in connection with your Account. You agree that we are a custodian of your Account, and you authorize us to act without further inquiry in accordance with the instructions given to us by you or any third party authorized or appointed to act on the Account, including any instructions that specify a particular tax year for contributions.

The HSA is self-administered by you. You cannot assign your Account, and your interest in your HSA is nonforfeitable. Only you can authorize withdrawals from your HSA. We reserve the right to correct errors (whether made by us or your employer, if applicable) including the right to withdraw any funds that should not have been placed in your HSA and to withdraw Account administrative fees. You may not use the HSA or the assets in it as security for any loan. Neither you nor any Beneficiary may transfer or pledge any interest in your HSA in any manner whatsoever, except as provided by law or this Agreement. You are responsible for complying with all laws governing withdrawals, transfers and taxes. All transfers or distributions from the Account must be made in accordance with the Code.

If you have your HSA through your employer, your employer has permitted us to offer our services through your workplace. The HSA is established pursuant to federal tax law, and is neither endorsed by nor sponsored by your employer. Rather, it is an individual account arrangement between you and us. As a result, the HSA is not part of your employer's ERISA benefit plan, even if your employer contributes to it or you make pre-tax contributions under your employer's cafeteria plan.

By written notice to us, you can name a Beneficiary who will receive any Investments held in our name or in a nominee name for your HSA and any funds on deposit in your Account upon your death. Upon satisfactory proof of your death, we will transfer or distribute the entire balance (as required by the Code) to your Beneficiary or, if none, to your estate.

DEPOSITS AND AVAILABILITY OF FUNDS

Funds on deposit in your Account will be available for withdrawal from your Account in accordance with our standard funds availability schedule. We reserve the right to require at least seven days' written notice prior to withdrawal of funds from the Account. Unless otherwise instructed by you, deposits received by us during non-business hours will be considered to be made on the next full banking day and we may refuse, limit or return any funds received for deposit. We accept only funds in U.S. dollars. Funds received in other currencies will be returned to you. You agree to pay the Bank's standard Account fees, as in effect from time to time.

INTEREST AND FEES

You will earn interest on the funds on deposit in your Account at the rate established by us. Interest will accrue daily based on the balance of funds on deposit in your Account and will be credited monthly. The interest rate and annual percentage yield on the full balance in your Account will be on a tiered basis, as described in a table in the Truth in Savings Disclosure. Your interest rate and annual percentage yield (in any or all categories in the table) may change at any time thereafter at our discretion, and without notice.

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You will pay us fees for the services we perform for you in connection with your HSA. You have acknowledged receipt of our schedule of fees as an attachment to this Agreement. You authorize us to withdraw all fees from the balance in your Account. We can adjust the amount or type of the fees, or add new fees, from time to time.

OPERATIONAL ACCOUNTS

In our capacity as custodian of the Account, we may establish and maintain certain record-keeping sub accounts for the efficient administration and management of the Account. The Account may consist of a 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.

SELF-DIRECTED INVESTMENT PROVISIONS

Investment of Contributions: You may invest any portion of the contributions to your Account in excess of the minimum amount established by us as described within the Disclosure Statement, including any earnings of such Investments, in such amounts as you specifically select and direct (or as directed by the Beneficiary upon your death), in orders to us in such form as may be acceptable to us, without any duty to diversify and without regard to whether such property is authorized by the laws of any jurisdiction as a trust investment. We shall direct all orders received to such service provider as we may select for the execution of such orders and we shall maintain adequate records thereof. If any such orders are not received as required, or, if received, are unclear in our opinion, all or a portion of the contribution may continue to be held as funds on deposit in your Account without liability for loss of income or appreciation, and without liability pending receipt of an acceptable order or clarification. You acknowledge and agree that prior to submitting an order, you shall have received, read and understood the prospectus describing the Investments and all fees and expenses relating to such purchase. All purchases of the Investments shall be made according to the terms and conditions of the then-effective prospectus relating to the Investments and any statement of additional information as such documents may be amended and updated in accordance with applicable law. We shall have no duty other than to follow your investment directions and shall be under no duty to question said instructions and shall not be liable for any investment losses sustained by you. Mutual fund orders, to qualify for the Net Asset Value (NAV) as of the end of any particular day must typically be placed by 4:00 pm eastern time on that day. This means that you must place your order with us by 4:00 pm eastern time to assure that it can be transmitted to the mutual fund company in time to receive the end-of-the day NAV. We shall not make any investment, purchase or liquidation of any investment except upon the express verbal or written direction from you, except as provided in this Agreement. Notwithstanding, we reserve the right to add, subtract or otherwise modify any Investments accepted by us and made available to you, including but not limited to, the termination of your ability to make purchases in an Investment that is no longer accepted or made available by us. You acknowledge that any liquidation of Investments will not result in immediately available funds for deposit to your Account and such funds will be available only in accordance with the terms and conditions applicable to the specific investment made by you and the terms and conditions of the Account regarding availability of funds.

You also acknowledge that some mutual funds impose surrender fees for withdrawals made within a certain period of time following an investment. Therefore, before investing in any mutual fund, you should read the prospectus for the fund to determine what surrender fees, if any, might be imposed and how long your assets must stay invested before the surrender fees expire.

Registration: All Investments shall be registered in our nominee name or a suitable nominee. The same nominee name may be used with respect to assets of other HSA accounts whether or not held under agreements similar to this one or in any capacity whatsoever. However, we shall maintain a separate accounting of the Investments registered in our nominee name for the benefit of your Account.

No Investment Advice: We do not assume any responsibility for rendering advice with respect to the investment and reinvestment of the funds on deposit within your Account and shall not be liable for any loss which results from your exercise of investment control over your Account. You (or as directed by the Beneficiary upon your death) shall have and exercise exclusive responsibility for control over the investment of any funds within the Account, and we have no duty to question the investment directives provided by you.

Selection of Mutual Funds: In most instances, the mutual funds in which you are able to invest are selected by investment advisers retained by the Bank in accordance with an investment policy formulated by the Bank. The pertinent investment policy will be made available to you upon request. In some instances, the mutual funds in which you are able to invest are selected by your present or former employer, broker-dealer or investment adviser, and no investment policy formulated by the Bank applies to the selection of the mutual funds. You therefore should ask your employer, broker-dealer or investment adviser what criteria was used to select the mutual funds.

Disclosures and Voting: We shall deliver, or cause to be executed and delivered, to you all notices, prospectuses, financial statements, proxies and proxy soliciting materials relating to Investments held for the benefit of the Account. We shall not vote any Investments or take any other action, pursuant to such documents, with respect to such assets except only in accordance with such directions you provide to us regarding any such vote.

Miscellaneous Expenses: You agree to pay any and all expenses incurred in connection with any Investments made for the benefit of the Account and any transfer taxes incurred in connection with the investment or reinvestment of the assets of the Account. The mutual fund will charge fees for management, administrative services, and other expenses of the fund, which are disclosed in the prospectus.

Potential Conflicts of Interest: The Bank receives certain fees from investment advisers that select mutual funds in which you are able to invest and the Bank's investment policy indicates that such advisers should select mutual funds that pay annual fees of at least 35 basis points to facilitate payment of such fees. The fees that the Bank receives include what are called 12 b-1 fees, transfer agent fees, and other types of fees paid by investment companies for marketing or other services in regard to mutual funds that they sponsor. The Bank incurs costs to retain investment advisers and other entities to select mutual funds and process your orders and these fees are used to offset these costs; any excess fees are, however, retained by the Bank and will not be remitted to you. Investment advisers retained by the Bank also receive fees from certain investment companies that sponsor mutual funds and may select certain mutual funds that pay higher fees than investment companies that sponsor competitor funds. Such advisers retained by the Bank or affiliates of such advisers may also receive compensation as a result of the adviser's selection of a mutual fund managed or sponsored by it or an affiliate.

WITHDRAWALS

You may withdraw all or any part of the balance of your Account at any time. You are solely responsible for the tax treatment of any withdrawals from the Account, whether made by Check, Debit Card or third party transfer from your Account.

If available on your Account, we may provide you with Checks to enable you to make withdrawals. You understand that we will not return original Checks to you. Processed Check images will be made available to you on our Web site. 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 Account which 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 Accounts. You may ask us in writing to stop payment on a Check drawn on your Account which 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 Account number. We will honor the stop payment request for six months.

If available on your Account, you also may request us to issue a Debit Card to you and to any authorized user on the Account ("Additional Card"), which will enable you and such authorized user to pay for purchases from your Account. You authorize us to debit your Account to pay for transactions made with your Debit Card and any Additional Card and agree that in addition to this Agreement, your use of the Debit Card and the use of any Additional Card issued on your Account is subject to the terms and conditions of the Card Agreement which has been provided to you and which is incorporated herein by reference.

Unless otherwise directed by you in accordance with the notice provisions herein below, we will, where applicable, withdraw required payment amounts from the balance in your Account and apply such amounts to any line of credit granted to you by us in accordance with your election under such line of credit agreement. This authorization shall remain in effect until revoked at any time by you by giving ten (10) days' prior written notice to Bank at OptumHealth Bank, PO Box 271629, Salt

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Lake City, Utah 84127-1629. You understand that we may continue to make required line of credit payments pursuant to this authorization until expiration of said ten (10) day notice period.

THIRD-PARTY TRANSFERS

You may authorize us, from time to time, on your behalf, to make transfers of funds to third parties in the amounts specified by you, and to debit your Account for the amount of each such payment we make. You understand we will also debit your Account for the applicable service charge which is then in effect, and which we may change from time to time. You understand that in performing this service, we will make these payments by Check or draft, and that we will be acting as your agent in making such payments. We will not be liable for any errors or delays in making any such payment, except for errors or delays caused by our gross negligence, or for our inability to make any payment due to circumstances beyond our control or if there are insufficient funds in your Account with which to make the payment.

INSUFFICIENT BALANCE

You must maintain a balance in your Account which is sufficient to cover all Checks you write, Debit Card transactions you make, and transfers you authorize us to make on your behalf. If there are insufficient funds in your Account to cover any such Check or Debit Card transaction or transfer, we may refuse to honor the Debit Card transaction or transfer, or return the Check without paying it, as the case may be. If we make a transfer or pay a Check or Debit Card transactions against insufficient funds or uncollected balances, you agree, promptly on demand, to pay to us the amount by which the Check exceeds the funds in your Account. You may be charged interest at our rates in effect from time to time on the insufficient balance for each day it is outstanding, and the fee specified on our Schedule of Fees. You authorize us to liquidate Investments, at our discretion, to cover any insufficient funds in your Account.

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.

OTHER INFORMATION AND CHANGE OF NAME OR ADDRESS

Subject to ordinary care and usual practices, we are entitled to rely upon information we receive with respect to your HSA, including the information contained in the Application, and have no obligation to make further investigation, except as required by law.

You agree to notify us promptly, in writing, if you change your name or address by calling customer service and requesting an address change form.

You agree to immediately notify us of any changes in the information provided to us that we rely on in connection with your Account. You agree to provide us with any necessary information we may need to prepare reports required by the Code or other laws and regulations.

CHANGES IN THIS AGREEMENT

The rights, duties and obligations of both you and us with regard to your HSA are governed by this Agreement and the Card Agreement, as they may be amended from time to time. We may amend this Agreement at any time. We will provide prior notice of any amendments when we are required to do so by law. Additionally, the Bank, reserves the right to assign your HSA without your prior consent, provided that such assignee is qualified under the Code to be an HSA custodian or trustee. Upon any assignment of this Agreement, the assignee shall automatically become custodian of the Account if it is qualified under the Code, to serve as an HSA custodian or trustee. You acknowledge that such assignment may result in loss of FDIC insurance coverage for any HSA balances for which such assignee becomes a custodian or trustee.

NOTICES

Any notice required by this Agreement to be given by us to you will be effective upon our deposit of the notice with the United States Postal Service with proper postage affixed and directed to the last address you provided us. Any notice required by this Agreement to be given by you to us will be effective upon receipt of the notice at OptumHealth Bank, P.O. Box 271629, Salt Lake City, UT 84127-1629.

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.

STATEMENTS

Upon receipt of a signed Application or other bank approved affirmation from you, we will make available electronically for you a monthly statement or statements summarizing each transaction in your Account during the preceding month. We will mail or deliver a statement or notice to you upon request. You agree to examine each statement or notice after it is posted on the Web site or sent to you. If you discover any unauthorized transactions, or signatures or alterations, or other discrepancies on Checks or Debit Card transactions, you must promptly notify us in writing of the relevant facts. You agree that if you do not report any discrepancies within 60 days of when we first send the statement or make it available to you, the statement will be deemed correct and you will not be able to assert a claim against us.

DEFAULTS

You will be in default if you fail to meet any of your obligations under this Agreement 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 this Agreement, you agree to pay our court and collection costs and any attorney's fees and disbursements. If you are in default of this Agreement, or upon the closure of the HSA, whether such closure was made by you or by us, we shall not be obligated to continue to provide services under this Agreement.

ACCOUNT CANCELLATION AND SUSPENSION

We may close the Account at any time. You may close the Account by notifying us in writing. No closure of the Account will affect our right to debit the Account for any withdrawals or charges made by you, or made by an authorized user of your Debit Card, or to honor any adjustments or chargebacks related to such transactions.

As soon as practical after termination, we will distribute the balance in your Account in accordance with the Code. After distribution of all funds, this Agreement will end and we will have no further duties, obligations, or liabilities to you or anyone, except as required by law.

LIMITATION OF LIABILITY/HOLD HARMLESS

In connection with this Agreement and your HSA, we are not responsible for any act or failure to act by us that is reasonable under the circumstances or that is consistent with the rules and regulations of the Board of Governors of the Federal Reserve System and other federal regulatory agencies, or any applicable laws, rules or regulations of the State of Utah, or with general commercial practices of banks. We are not responsible for any act or failure to act of any service provider or mutual fund relating to the Investments. You agree to indemnify us and hold us harmless against any claims, damages, expenses and losses, including attorney's fees,

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incurred by us resulting from (i) any action we take in honoring your instructions, including but not limited to all verbal or facsimile instructions received with respect to your HSA, (ii) in connection with our honoring of any subpoena or court order relating to your HSA or (iii) other costs, expenses or liabilities arising under this Agreement except costs, expenses or liabilities that arise from our breach of any duty under this Agreement.

MISCELLANEOUS

We can choose not to exercise or to delay enforcement of any of our rights under this Agreement without compromising them. Each party's rights and obligations under this Agreement will be binding upon its heirs, executors, legal representatives, successors and permitted assigns. 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 becomes effective upon the opening and funding of your Account. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and applicable federal law.