

PayPal Holdings, Inc. HRA Plan
Plan Document and Summary Plan Description

Effective January 1, 2020

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1. Introduction

PayPal Holdings, Inc. ("PayPal") has established the HRA Plan, a Health Reimbursement Arrangement (the "HRA"). This HRA is effective January 1, 2020

Please read this Plan document and SPD carefully so that you understand the provisions of the HRA, how it operates and the benefits that you may receive.

2. Eligibility Requirements

An "Eligible Employee" is a PayPal employee or COBRA qualified beneficiary who (a) is in job grades 15-19, and (b) is enrolled in the UHC PPO Plan as of January 1, 2020. An Eligible Employee will be automatically enrolled in the HRA as of January 1, 2020.

HRA Account Credits

An HRA Account will be established in under the name of each Eligible Employee. The HRA Account is a recordkeeping account only.

- If you are an Eligible Employee and you are enrolled in self-only coverage as of January 1, 2020, your HRA Account will be credited with \$300 on that date.
- If you are an Eligible Employee and you are enrolled in coverage other than self-only coverage as of January 1, 2020, your account will be credited with \$900 on that date.

You may not make any deposits or contribute to your HRA Account. If you are an Eligible Employee who is allowed to change from self-only medical coverage to coverage other than self-only coverage during the Plan Year due to a Qualifying Life Event, PayPal will credit an additional \$600 to your HRA Account as of the effective date of that change in enrollment.

HRA Reimbursements

The funds credited to your HRA Account are available to reimburse you for the payment of the deductibles, co-insurance and co-pays (the "Qualifying Medical Expenses") that are incurred under the UHC PPO Plan for medical and prescription drug expenses.

The Qualifying Medical Expenses must be incurred by you, your spouse or domestic partner or an eligible dependent under the UHC PPO Plan between January 1 and December 31 of the current Plan Year. Employees have 120 days after the end of the Plan Year to submit claims for the reimbursement of Qualifying Medical Expenses during the applicable Plan Year.

Qualifying Medical Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. Any amounts reimbursed to you under the HRA may not be claimed as a deduction on your personal income tax return, reimbursed by other health plan coverage, or reimbursed from a Health Savings Account.

An electronic payment card may be made available to you to pay expenses at the time the Qualifying Medical Expense is incurred. Alternatively, a written claim for reimbursement may be submitted to Health Equity, the Claims Administrator. Health Equity will provide you with acceptable forms for submitting any written request for reimbursement. Claims must be accompanied by documentation showing that the Qualifying Medical Expenses have been incurred and the amount of the expenses. You should retain documentation of Qualifying Medical Expenses that are reimbursed using an electronic payment card. If the request qualifies as Qualifying Medical Expense, you will receive a reimbursement payment soon thereafter.

If the funds credited to the HRA Account for the Plan Year are not utilized in their entirety for Qualifying Medical Expenses incurred between January 1 and December 31 of the Plan Year, these funds are forfeited to PayPal Holdings, Inc. and do not rollover to the next Plan Year.

Remember, reimbursements made from the HRA are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes.

Leaves of Absence

Employees on Company-approved, unpaid leaves of absence who pay for their health benefit coverage on an after-tax basis or who pre-pay for health benefit coverage on a pre-tax basis while on a leave under the Family and Medical Leave Act of 1993 may continue to participate in the HRA.

Change in Job Classification

Employees who change job classifications during the year and move into Job Grades 15 to 19, will be automatically enrolled in the HRA if they are enrolled in the UHC PPO Plan.

Employees who are not enrolled in the UHC PPO Plan and who change job classifications and move into Job Grades 15 to 19, will have 30 days from the date of the change in job classification to change their medical plan elections under the Qualified Life Event Rules outlined in the PayPal Holdings, Inc. Health and Welfare Benefits Plan Document and Summary Plan Description. Any change in enrollment will be prospective only. To make a change to your benefit please call the Benefit Center at 844-474-6641 within 30 days of the change in job classification.

Employees who change job classifications during the year and move out of Job Grades 15 to 19 will have their HRA coverage terminate at the end of the month which contains their last day of employment in Job Grades 15 to 19. Employees have until 120 days after the end of the Plan Year (the "claims run-out period") to submit claims for Qualifying Expenses incurred during the Plan Year while covered under the HRA.

Note: Coverage under the UHC PPO, including coverage under the UHC PPO plus HRA, is disqualifying coverage for HSA contribution purposes. Changing from the UHC CDHP to the UHC PPO during the Plan Year may affect your HSA contributions for the year. You should consult with your tax advisor about the impact of changing enrollment upon your HSA contributions.

Termination of Employment

If your employment is terminated during the Plan Year for any reason, your participation in the HRA will cease on the last day of the month in which you terminate employment, unless you elect COBRA for the UHC PPO Plan plus HRA..

If you do not elect COBRA, you must submit claims for any expenses incurred prior to your termination of employment within 120 days after you terminate employment. Any unused amounts will be forfeited to PayPal.

If you do elect COBRA, you must submit claims for any expenses incurred within 120 days after the earlier of (1) termination of your COBRA coverage or (2) the end of the Plan Year (December 31).

3. General Information

1. General HRA Information

Name of Plan: "HRA Plan".

Plan Integration: This HRA is integrated with the UHC \$300 Deductible PPO Plan.

Effective Date: January 1, 2020.

Plan Year: January 1 through December 31

2. Employer Information

PayPal Inc.
2211 North 1st Street
San Jose, CA 95131

EIN: 77-0510487

3. Plan Administrator

PayPal Inc.
2211 North 1st Street
San Jose, CA 95131

The Plan Administrator has the exclusive right to interpret the appropriate HRA provisions. Decisions of the Plan Administrator are conclusive and binding.

You may contact PayPal with questions about the HRA. However, claims-related questions should be directed to the Claims Administrator, Health Equity.

Agent for Service of Legal Process

PayPal Holdings, Inc.
2211 North 1st Street
San Jose, CA 95131

4. Funding

The HRA is a health reimbursement arrangement. The HRA is not funded or insured. Benefits are paid from the general assets of PayPal.

5. Claims Administrator Information

HealthEquity
1234 W 4567 S
West Jordan, UT 84088

The Claims Administrator keeps the claims records for the HRA and is responsible for claims administration, including the processing, payment and resolution of claims. The Claims Administrator will also answer any claims-related questions you may have about the HRA.

Your Rights and Privileges Under ERISA

HRA Participants, eligible employees and all other employees of the Employer may be entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code. A statement of your rights and privileges under ERISA is set forth in the PayPal Holdings, Inc. Health and Welfare Benefits Plan Document and Summary Plan Description.

If your claim for reimbursement is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time frames.

If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in Federal court; provided, such suit may be filed only after the plan's review procedures described herein have been exhausted and only if filed within 90 days after the final decision on review is provided, or, if a later date is specified in a booklet, certificate or other documentation for a particular Welfare Program, only if filed by such later date.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the HRA and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may request the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

In addition to creating rights for HRA Participants, ERISA imposes obligations upon the individuals who are responsible for the operation of the HRA. The individuals who operate the HRA, called "fiduciaries" of the HRA, have a duty to do so prudently and in the interests of the HRA Participants and their beneficiaries. No one, including the Employer or any other person, may fire a HRA Participant or otherwise discriminate against a HRA Participant in any way to prevent the HRA Participant from obtaining benefits under the HRA or from exercising his or her rights under ERISA.

If it should happen that HRA fiduciaries misuse the HRA's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have any questions about the HRA, you should contact the Plan Administrator. If you have any questions about your rights under ERISA or the Health Insurance Portability and Accountability Act (HIPAA), or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Claims and Appeals

When you have a Claim to submit for payment, you must:

1. Obtain a claim form from the Claims Administrator.
2. Complete the Employee portion of the form.
3. Attach copies of all Explanation of Benefits (EOB) for which you are requesting reimbursement.

A Claim is defined as any request for a HRA benefit, made by a claimant or by a representative of a claimant that complies with the HRA's reasonable procedure for making benefit Claims. The times listed are maximum times only. A period of time begins at the time the Claim is filed. Unless otherwise specified, decisions will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days.

Notification of whether Claim is accepted or denied	30 days
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Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the claim:	
• Notification of	15 days
• Response by Participant	45 days
• Review of claim denial	60 days

The Claims Administrator will provide written or electronic notification of any Claim denial. The notice will state:

1. Information sufficient to identify the claim involved, including the date of service, the health care provider, the claim amount (if applicable), the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning.
2. The specific reason or reasons for the adverse determination.
3. Reference to the specific HRA or Welfare Program provisions on which the determination is based.
4. A description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary.
5. A description of the HRA's internal review procedures and time limits applicable to such procedures, available external review procedures, as well as the claimant's right to bring a civil action under Section 502 of ERISA following a final appeal.
6. Upon request and free of charge, a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding the claim, and an explanation of the scientific or clinical judgment for a determination that is based on a medical necessity, experimental treatment or other similar exclusion or limit.
7. In the case of a claim involving urgent care, a description of the expedited review process applicable to such claim.
8. The availability of and contact information for an applicable office of health insurance consumer assistance or ombudsman established under PHS Act Section 2793.

When you receive a denial, you will have 180 days following receipt of the notification in which to appeal the decision to the Claims Administrator. You may submit written comments, documents, records, and other information relating to the Claim. If you request, you will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a denial on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the HRA. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

- 1.** was relied upon in making the Claim determination;
- 2.** was submitted, considered, or generated in the course of making the Claim determination, without regard to whether it was relied upon in making the Claim determination;
- 3.** demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that Claim determinations are made in accordance with HRA documents and HRA provisions have been applied consistently with respect to all claimants;
- 4.** or constituted a statement of policy or guidance with respect to the HRA concerning the denied Claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial Claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the HRA who is neither the individual who made the adverse determination nor a subordinate of that individual.

After receiving notice of an adverse benefit determination or a final internal adverse benefit determination, a claimant may file with the HRA a request for an external review. A claimant may request from the Plan Administrator additional information describing the HRA's external review procedure.

4. Continuation Coverage Rights Under COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under this HRA will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the HRA would otherwise end. This notice is intended to inform Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Participants who become Qualified Beneficiaries under COBRA.

COBRA coverage under this HRA and the UHC PPO is "bundled". If a Qualified Beneficiary elects COBRA coverage for the UHC PPO plan, that election constitutes an election of COBRA coverage under this HRA. You cannot elect COBRA coverage for the HRA if you do not elect COBRA coverage for the UHC PPO Plan.

For more information on COBRA coverage, please see the PayPal Holdings, Inc. Health and Welfare Benefits Plan Document and Summary Plan Description.

5. General Plan Provisions and HIPAA

The General Plan Provisions of the PayPal Holdings, Inc. Health and Welfare Benefits Plan Document and Summary Plan Description are incorporated herein by reference. These include the following provisions contained in the following sections of the referenced General Plan Provisions.

- Administration of Plan
- Contributions and Premiums
- Acts of Third Parties
- No Estoppel of Plan
- Responsibility for Benefit Programs
- No Guarantee of Employment
- Assignment of Benefits
- Payments of Benefits

The HIPAA provisions of the PayPal Holdings, Inc. Health and Welfare Benefits Plan Document and Summary Plan Description contained in Appendix D of that document are also incorporated herein by reference.

6. Plan Amendment and Termination

The Company or its authorized delegate reserves the right in its sole discretion to amend, modify or suspend in writing the HRA in whole or in part and /or to completely discontinue the HRA at any time for any reason. Any such amendment, modification, suspension, or termination will become effective on such date as the Company or its authorized delegate determines and will apply prospectively (or retroactively to the extent permitted by law) to employees and participants (and their dependents and beneficiaries). In the event that the HRA is terminated, the rights of an Eligible Employee will be limited to the reimbursements of claims for Qualifying Medical Expenses incurred on or before the date of the HRA's termination that are submitted in a timely manner to the Claims Administrator.