UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2025

or

□ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number: 1-10864

UNITEDHEALTH GROUP

UnitedHealth Group Incorporated

(Exact name of registrant as specified in its charter)

Delaware	**41-1321939**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

1 Health Drive			**655 New York Avenue NW**		
Eden Prairie,	**Minnesota**	**55344**	**Washington,**	**DC**	**20001**
(Address of principal executive offices)		**(Zip Code)**	**(Address of principal executive offices)**		**(Zip Code)**

(800) 328-5979

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, $.01 par value	**UNH**	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No □

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes □ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No □

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No □

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	□	Non-accelerated filer	□
Smaller reporting company	□			Emerging growth company	□

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. □

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. □

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). □

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes □ No ☒

The aggregate market value of voting stock held by non-affiliates of the registrant as of June 30, 2025 was $281,907,836,350 (based on the last reported sale price of $311.97 per share on June 30, 2025 as reported on the New York Stock Exchange), excluding only shares of voting stock held beneficially by directors, executive officers and subsidiaries of the registrant.

As of February 20, 2026, there were 907,675,839 shares of the registrant's Common Stock, $.01 par value per share, issued and outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

The information required by Part III of this report, to the extent not set forth herein, is incorporated by reference from the registrant's definitive proxy statement relating to its 2026 Annual Meeting of Shareholders. Such proxy statement will be filed with the Securities and Exchange Commission within 120 days after the end of the fiscal year to which this report relates.

UNITEDHEALTH GROUP

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PART I

ITEM 1. BUSINESS

OUR BUSINESSES

Overview

The terms “we,” “our,” “us,” “its,” “UnitedHealth Group,” or the “Company” used in this report refer to UnitedHealth Group Incorporated and its subsidiaries.

UnitedHealth Group Incorporated is a health care and well-being company with a mission to help people live healthier lives and help make the health system work better for everyone. Our two distinct, yet complementary businesses — Optum and UnitedHealthcare — are working to help build a modern, high-performing health system through improved access, affordability, outcomes and experiences for the individuals and organizations we are privileged to serve.

The ability to analyze complex data and apply deep health care expertise and insights allows us to serve patients, consumers, care providers, businesses, communities and governments with more innovative products and complete, end-to-end offerings for many of the biggest challenges facing health care today.

Optum seeks to create a higher-performing, value-oriented and more connected approach to health care. Bringing together clinical expertise, technology and data to make care simpler, more effective and more affordable, we seek to advance whole-person health, creating a seamless consumer experience and supporting clinicians with insights to deliver personalized, evidence-based care. Optum serves the broad health care marketplace, including patients and consumers, payers, care providers, employers, governments and life sciences companies, through its Optum Health, Optum Insight and Optum Rx businesses. These businesses improve overall health system performance by optimizing health care quality and delivery, reducing costs and improving patient, consumer and provider experience, leveraging distinctive capabilities in data and analytics, pharmacy care services, health care operations, population health and health financial services.

UnitedHealthcare offers a full range of health benefits, designed to simplify the health care experience and make it more affordable for consumers to access high-quality care. UnitedHealthcare Employer & Individual serves consumers and employers, ranging from individuals and sole proprietorships to large, multi-site and national employers and public sector employers. UnitedHealthcare Medicare & Retirement delivers health and well-being benefits to seniors and other Medicare eligible consumers. UnitedHealthcare Community & State serves consumers who are economically disadvantaged, the medically underserved and those without the benefit of employer sponsored health benefits coverage.

We have four reportable segments:

- Optum Health;
- Optum Insight;
- Optum Rx; and
- UnitedHealthcare, which includes UnitedHealthcare Employer & Individual, UnitedHealthcare Medicare & Retirement and UnitedHealthcare Community & State.

2026 Business Realignment

On January 1, 2026, we realigned certain of our businesses to respond to changes in the markets we serve and the opportunities that are emerging as the health system evolves. Optum Financial, including Optum Bank, which was historically included in Optum Health, will now be included in Optum Insight. Our reportable segments will remain unchanged, with prior period segment financial information being recast to conform to the 2026 presentation, beginning with our Quarterly Report on Form 10-Q for the three months ended March 31, 2026 filed with the Securities and Exchange Commission (SEC).

Optum

Optum is an information and technology-enabled health services business serving the broad health care marketplace, including:

- Those who need care: patients who need the right care, information, resources, products and engagement to improve their health, achieve their health goals and receive an improved patient experience that is personalized, comprehensive and delivered in all care settings, including in-home and virtually.
- Those who provide care: physicians, hospitals, pharmacies and others seeking to improve the health system and reduce the administrative burden, allowing for providers to focus time on patients leading to the best possible patient care and experiences while achieving better health outcomes at lower costs. Improved health outcomes are achieved by utilizing our clinical expertise, data and analytics to better understand, treat and prevent consumers' health conditions and ensure they receive the best evidence-based care.
- Those who pay for care: consumers; employers; health plans; and state, federal and municipal agencies devoted to ensuring the people they sponsor receive high-quality care, administered and delivered efficiently and effectively, all while driving health equity so that every individual, family and community has access to the care they need.
- Those who innovate for care: global life sciences organizations dedicated to developing more effective approaches to care, enabling technologies and medicines to improve care delivery and health outcomes.

Optum operates three business segments which combine distinctive capabilities in value-based care, population health, health care operations, data and analytics and pharmacy care services:

- Optum Health delivers patient-centered care, care management, wellness and consumer engagement, and health financial services;
- Optum Insight offers data, analytics, research, consulting, technology and managed services solutions; and
- Optum Rx provides diversified pharmacy care services.

Optum Health

Optum Health provides comprehensive and patient-centered care, addressing the physical, mental, social, and financial well-being of 95 million consumers and serves more than 100 health payer partners. We engage people in the most appropriate care settings, including clinical sites, in-home and virtual. Optum Health delivers primary, specialty and surgical care; helps patients and providers navigate and address complex, chronic and behavioral health needs; offers post-acute care planning services; and serves consumers and care providers through advanced, on-demand digital health technologies, such as telehealth and remote patient monitoring, and innovative health care financial services. Optum Health works directly with patients, consumers, care delivery systems, providers, employers, payers, and public-sector entities to provide high quality, accessible and equitable care with improved health outcomes and reduced total cost of care. Optum Health enables care providers to transition from traditional fee-for-service payment models to performance-based delivery and payment models designed to improve patient health outcomes and experience through value-based care.

Optum Health offerings include fully accountable value-based arrangements, where Optum Health assumes responsibility for health care costs in exchange for a monthly premium. Offerings also include administrative fee arrangements, where Optum Health manages or administers products and services in exchange for a monthly fee, and fee-for-service arrangements, where Optum Health delivers health-related products and medical services for patients at a contracted fee.

Optum Financial, including Optum Bank, serves consumers through nearly 26 million consumer accounts with more than $27 billion in assets under management as of December 31, 2025. Organizations across the health system rely on Optum Financial to manage and improve payment flows through its highly automated, scalable, end-to-end digital payment and financing systems and integrated card solutions. For financial services offerings, Optum Financial charges fees and earns investment and interest income on managed funds and loans.

Optum Health sells its products primarily through its direct sales force, strategic collaborations and external producers in three key areas: employers, including large, mid-sized and small employers; payers including health plans, third-party administrators (TPAs), underwriter/stop-loss carriers and individual product intermediaries; and public entities, including the U.S. Departments of Health and Human Services (HHS), Veterans Affairs, Defense, and other federal, state and local health care agencies.

Optum Insight

Optum Insight connects the health care system with services, analytics and platforms that make clinical, administrative and financial processes simpler and more efficient for all participants in the health care system. Hospital systems, physicians, health plans, public entities, life sciences companies and other organizations comprising the health care industry depend on Optum Insight to help them improve performance and reduce costs through administrative efficiency and payment simplification, advance care quality through evidence-based standards built directly into clinical workflows, meet compliance mandates and modernize their core operating systems to meet the changing needs of the health system.

Health Systems. Serves hospitals, physicians and other care providers to improve operating performance, better coordinate care and reduce administrative costs through technology and services to improve population health management, patient engagement, revenue cycle management and strategic growth plans.

Health Plans. Serves health plans by improving financial performance and enhancing outcomes through proactive analytics, a comprehensive payment integrity portfolio and technology-enabled and staff-supported risk and quality services. Optum Insight helps health plans navigate a dynamic environment defined by shifts in employer vs. public-sector coverage, the demand for affordable benefit plans and the need to leverage new technology to reduce complexity.

State Governments. Provides advanced technology and analytics services to modernize the administration of critical safety net programs, such as Medicaid, while improving cost predictability.

Life Sciences Companies. Combines data and analytics expertise with comprehensive technologies and health care knowledge to help life sciences companies, including those in pharmaceuticals and medical technology, adopt a more comprehensive approach to advancing therapeutic discoveries and improving clinical outcomes.

Many of Optum Insight's software and information products and professional services are delivered over extended periods, often several years. Optum Insight maintains an order backlog to track unearned revenues under these long-term arrangements. The backlog consists of estimated revenue from signed contracts, other legally binding agreements and anticipated contract renewals based on historical experience with Optum Insight's customers. Optum Insight's aggregate backlog as of December 31, 2025 was approximately $31.1 billion, of which $18.3 billion is expected to be realized within the next 12 months. The aggregate backlog includes $12.9 billion related to affiliated agreements. Optum Insight's aggregate backlog as of December 31, 2024, was $32.8 billion, including $12.5 billion related to affiliated agreements.

Optum Insight's products and services are sold primarily through a direct sales force. Optum Insight's products are also supported and distributed through an array of alliances and business partnerships with other technology vendors, who integrate and interface Optum Insight's products with their applications.

Optum Rx

Optum Rx provides a full spectrum of pharmacy care services through its network of approximately 64,000 retail pharmacies, through home delivery, specialty and community health pharmacies, the provision of in-home and community-based infusion services and through rare disease and gene therapy support services. It also offers direct-to-consumer solutions.

Optum Rx manages a broad range of prescription drug spend, including widely available retail drugs as well as limited and ultra-limited distribution drugs in oncology, human immunodeficiency virus, pain management and ophthalmology. Optum Rx serves the growing pharmacy needs of people with behavioral health and substance use disorders. In 2025, Optum Rx managed $188 billion in pharmaceutical spending, including nearly $87 billion in specialty pharmaceutical spending.

Optum Rx serves health benefits providers, large national employer plans, unions and trusts, purchasing coalitions and public-sector entities. Optum Rx sells its services through direct sales, health insurance brokers and other health care consultants.

Optum Rx offers multiple clinical programs, digital tools and services to help clients manage overall pharmacy and health care costs in a clinically appropriate manner which are designed to deliver improved consumer experiences, better health outcomes and a lower total cost of care. Optum Rx provides various utilization management, medication management, quality assurance, adherence and counseling programs to complement each client's plan design and clinical strategies. Optum Rx is accelerating the integration of medical, pharmacy and behavioral care and treating the whole patient by embedding our pharmacists as key members of the patient care team.

UnitedHealthcare

Through its health benefits offerings, UnitedHealthcare is enabling better health, creating a better health care experience for its customers and helping to control rising health care costs. UnitedHealthcare's market position is built on:

- strong local-market relationships;
- the breadth of product offerings, based upon extensive expertise in distinct market segments in health care;
- service and advanced technology, including digital consumer engagement;
- competitive medical and operating cost positions;
- effective clinical engagement; and
- innovation for customers and consumers.

UnitedHealthcare arranges for discounted access to care through its extensive networks and uses Optum's capabilities to help coordinate and provide patient care, improve affordability of medical care, analyze cost trends, manage pharmacy care services, work with care providers more effectively and create a simpler and more satisfying consumer and physician experience.

UnitedHealthcare is subject to extensive government regulation. See further discussion of our regulatory environment below under "Government Regulation" and in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations."

UnitedHealthcare Employer & Individual

Domestically, UnitedHealthcare Employer & Individual offers a comprehensive array of consumer-oriented health benefit plans and services for large national employers, public sector employers, mid-sized employers, small businesses, and individuals. As of December 31, 2025, UnitedHealthcare Employer & Individual provides access to medical services for 29.7 million people.

UnitedHealthcare Employer & Individual offers risk-based products under which it assumes responsibility for medical and administrative costs in exchange for a monthly premium, typically a fixed rate per individual served for a one-year period. For customers that elect to self-fund the health care costs and retain the financial risk of medical benefits for their employees and dependents, UnitedHealthcare Employer & Individual provides administrative and management services. These services include coordination of medical and related services, transaction processing and access to a contracted network of physicians, hospitals and other health care providers, including providers of dental and vision services. The business focuses on delivering customized benefit solutions and clinical programs designed to help employers and individuals manage costs while maintaining quality coverage and supporting health and well-being, with the shared goal of improving outcomes for patients and the health system.

UnitedHealthcare Employer & Individual distributes its products through a variety of channels, depending on the specific product. These channels include consultants or direct sales, brokers and agents, wholesale agents or agencies that contract with health insurance carriers to distribute individual or group benefits, professional employer organizations and associations, and both multi-carrier and proprietary private exchange marketplaces.

UnitedHealthcare Employer & Individual provides employer-sponsored health benefits, as well as individual and family plans through portfolio of products which include consumer engagement products, such as high-deductible consumer driven benefit plans and a variety of innovative consumer centric products; traditional products; clinical and pharmacy products; and specialty benefits, such as vision, dental, accident protection, critical illness, disability and hospital indemnity offerings.

UnitedHealthcare Medicare & Retirement

UnitedHealthcare Medicare & Retirement provides health and well-being services to seniors and other Medicare eligible consumers, addressing their unique needs. UnitedHealthcare Medicare & Retirement has distinct benefit designs, pricing, underwriting, clinical program management and marketing capabilities dedicated to health products and services in this market.

UnitedHealthcare Medicare & Retirement offers a selection of products allowing people choice in obtaining the health coverage and services they need as their circumstances change. These offerings include care management and health system navigator services, clinical management programs, nurse health line services, 24-hour access to health care information, access to discounted health services from a network of care providers and administrative services.

UnitedHealthcare Medicare & Retirement has extensive distribution capabilities and experience, including direct marketing to consumers on behalf of its key clients, a membership organization, and state and U.S. government agencies. Products are also offered through agents, employer groups and digital channels.

Major product categories include:

Medicare Advantage. Provides health care coverage for seniors and other eligible Medicare beneficiaries through the Medicare Advantage program administered by the Centers for Medicare & Medicaid Services (CMS), including Medicare Advantage HMO plans, Preferred Provider Organization (PPO) plans, Point-of-Service plans, Private-Fee-for-Service plans and Special Needs Plans (SNPs). Under the Medicare Advantage program, UnitedHealthcare Medicare & Retirement provides health benefits coverage in exchange for a fixed monthly premium per member from CMS plus, in some cases, monthly consumer premiums. Premium amounts received from CMS vary based on the geographic areas in which individuals reside; demographic factors such as age, gender and institutionalized status; and the health status of the individual. UnitedHealthcare Medicare & Retirement served 8.4 million people through its Medicare Advantage products as of December 31, 2025.

We have continued to enhance our offerings, focusing on more digital and physical care resources in the home, expanding our concierge navigation services and enabling the home as a safe and effective setting for care. For example, through our HouseCalls program, nurse practitioners performed 3.1 million clinical preventive home care visits in 2025 to address unmet care opportunities and close gaps in care.

Medicare Part D. Provides Medicare Part D benefits to beneficiaries through its Medicare Advantage and stand-alone Medicare Part D plans. The stand-alone Medicare Part D plans address a large spectrum of people's needs and preferences for their prescription drug coverage, including low-cost prescription options. As of December 31, 2025, UnitedHealthcare enrolled 10.4 million people in the Medicare Part D programs, including 2.8 million individuals in stand-alone Medicare Part D plans, with the remainder in Medicare Advantage plans incorporating Medicare Part D coverage.

Medicare Supplement. Provides a full range of supplemental products at diverse price points. These products cover various levels of coinsurance and deductible gaps to which seniors are exposed in the traditional Medicare program. UnitedHealthcare Medicare & Retirement served 4.3 million seniors nationwide through various Medicare Supplement products as of December 31, 2025.

Premium revenues from CMS represented 44% of UnitedHealth Group's total consolidated revenues for the year ended December 31, 2025, most of which were generated by UnitedHealthcare Medicare & Retirement.

UnitedHealthcare Community & State

UnitedHealthcare Community & State is dedicated to serving state programs caring for the economically disadvantaged, the medically underserved and those without the benefit of employer-funded health care coverage, typically in exchange for a monthly premium per member from the state program. UnitedHealthcare Community & State's primary customers oversee Medicaid plans, including Temporary Assistance to Needy Families; Children's Health Insurance Programs (CHIP); Dual SNPs (DSNPs); Long-Term Services and Supports (LTSS); Aged, Blind and Disabled; and other federal, state and community health care programs. As of December 31, 2025, UnitedHealthcare Community & State participated in programs in 32 states and the District of Columbia, and served nearly 7.4 million people; including 1.2 million people through Medicaid expansion programs in 19 states under the Patient Protection and Affordable Care Act (ACA).

States using managed care services for Medicaid beneficiaries select health plans by using a formal bid process or by awarding individual contracts. These health plans and care programs are designed to address the complex needs of the populations they serve, including the chronically ill, people with disabilities and people with a higher risk of medical, behavioral and social conditions. UnitedHealthcare Community & State administers benefits for the unique needs of children, pregnant women, adults, seniors and those who are institutionalized or are nursing home eligible. These individuals often live in medically underserved areas and are less likely to have a consistent relationship with the medical community or a care provider. They also often face significant social and economic challenges.

GOVERNMENT REGULATION

Our businesses are subject to comprehensive U.S. federal and state and international laws and regulations. We are regulated by government agencies, which generally have discretion to issue regulations and interpret and enforce laws and regulations. U.S. federal and state and international governments continue to consider and enact various legislative and regulatory proposals which could materially impact certain aspects of the health care system and our operations. New laws and regulations, or changes in the interpretation of existing laws and regulations, including as a result of changes in the political environment, could adversely affect our businesses.

See Part I, Item 1A, "Risk Factors" for a discussion of the risks related to our compliance with U.S. federal and state and international laws and regulations.

U.S. Federal Laws and Regulation

When we contract with the federal government, we are subject to federal laws and regulations relating to the award, administration and performance of U.S. government contracts. CMS regulates our UnitedHealthcare businesses and certain aspects of our Optum businesses. Payments by CMS to our businesses are subject to regulations, including those governing fee-for-service and the submission of information relating to the health status of enrollees for purposes of determining the amounts of certain payments to us. CMS also has the right to audit our performance to determine our compliance with CMS contracts and regulations and the quality of care we provide to Medicare beneficiaries. Our commercial business is further subject to CMS audits related to medical loss ratios (MLRs) and risk adjustment data.

UnitedHealthcare Community & State has Medicaid and CHIP contracts, which are subject to federal regulations regarding services to be provided to Medicaid enrollees, payment for those services and other aspects of these programs. There are many regulations affecting Medicare and Medicaid compliance, and the regulatory environment with respect to these programs is complex.

Our businesses are also subject to laws and regulations relating to consumer protection, anti-fraud and abuse, anti-kickbacks, false claims, prohibited referrals, inappropriate reduction or limitation of health care services, anti-money laundering and securities and antitrust compliance.

Privacy, Security and Data Standards Regulation. Certain of our operations are subject to regulation under the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), which apply to both the group and individual health insurance markets, including self-funded employee benefit plans. Federal regulations related to HIPAA contain minimum standards for electronic transactions and code sets and for the privacy and security of protected health information.

Our businesses must comply with the Health Information Technology for Economic and Clinical Health Act (HITECH), which regulates matters relating to privacy, security and data standards. HITECH imposes requirements on uses and disclosures of health information; includes contracting requirements for HIPAA business associate agreements; extends parts of HIPAA privacy and security provisions to business associates; adds federal data breach notification requirements for covered entities and business associates and reporting requirements to HHS and the Federal Trade Commission (FTC) and, in some cases, to the local media; strengthens enforcement and imposes higher financial penalties for HIPAA violations and, in certain cases, imposes criminal penalties for individuals, including employees. In the conduct of our business, depending on the circumstances, we may act as either a covered entity or a business associate.

The use and disclosure of individually identifiable health data by our businesses are also regulated in some instances by other federal laws, including the Gramm-Leach-Bliley Act (GLBA) or state statutes implementing GLBA. These federal laws and state statutes generally require insurers to provide customers with notice regarding how their non-public personal health and financial information is used and the opportunity to “opt out” of certain disclosures before the insurer shares such information with a third party, and generally prescribe safeguards for the protection of personal information. Neither the GLBA nor HIPAA privacy regulations preempt more stringent state laws and regulations, which may apply to us, as discussed below. Federal consumer protection laws may also apply in some instances to privacy and security practices related to personally identifiable information.

ERISA. The Employee Retirement Income Security Act of 1974, as amended (ERISA), regulates how our services are provided to or through certain types of employer-sponsored health benefit plans. ERISA is a set of laws and regulations subject to interpretation by the U.S. Department of Labor (DOL) as well as the federal courts. ERISA sets forth standards on how our business units may do business with employers who sponsor employee health benefit plans, particularly those that maintain self-funded plans. Regulations established by the DOL subject us to additional requirements for administration of benefits, claims payment and member appeals under health care plans governed by ERISA.

State Laws and Regulation

Health Care Regulation. Our insurance and HMO subsidiaries must be licensed by the jurisdictions in which they conduct business. All of the states in which our subsidiaries offer insurance and HMO products regulate those products and operations. The states require periodic financial reports and establish minimum capital or restricted cash reserve requirements. The National Association of Insurance Commissioners (NAIC) has adopted model regulations which require expanded governance practices and risk and solvency assessment reporting. Most states have adopted these or similar measures to expand the scope of regulations relating to corporate governance and internal control activities of HMOs and insurance companies. We are required to maintain a risk management framework and file a confidential self-assessment report with state insurance regulators. We file reports annually with Connecticut, our lead regulator, and with New York, as required by the state’s regulation.

Our health plans and insurance companies are regulated under state insurance holding company regulations. Such regulations generally require registration with applicable state departments of insurance and the filing of reports describing capital structure, ownership, financial condition, certain affiliated transactions and general business operations. Most state insurance

holding company laws and regulations require prior regulatory approval of acquisitions and material affiliated transfers of assets, as well as transactions between the regulated companies and their parent holding companies or affiliates. These laws and regulations may restrict the ability of our regulated subsidiaries to pay dividends to our holding companies.

Some of our business activity is subject to other health care-related regulations and requirements, including PPO, Managed Care Organization (MCO), utilization review (UR), behavioral health, TPA, pharmacy care services, durable medical equipment or care provider-related regulations and licensure requirements. These regulations differ from state to state and may contain network, contracting, product and rate, licensing and financial and reporting requirements. Health care-related laws and regulations set specific standards for delivery of services, mental health parity, appeals, grievances and payment of claims, adequacy of health care professional networks, fraud prevention, protection of consumer health information, pricing and underwriting practices and covered benefits and services. State health care anti-fraud and abuse prohibitions encompass a wide range of activities, including kickbacks for referral of members, billing for unnecessary medical services and improper marketing. Certain of our businesses are subject to state general agent, broker and sales distribution laws and regulations. UnitedHealthcare Community & State and certain of our Optum businesses are subject to regulation by state Medicaid agencies which oversee the provision of benefits to our Medicaid and CHIP beneficiaries and to our beneficiaries dually eligible for Medicare and Medicaid. We also contract with state governmental entities and are subject to state laws and regulations relating to the award, administration and performance of state government contracts.

State Privacy and Security Regulations. A number of states have adopted laws and regulations which may affect our privacy and security practices, such as state laws governing the use, disclosure and protection of social security numbers and protected health information or which are designed to implement GLBA or protect credit card account data. State and local authorities increasingly focus on the importance of protecting individuals from identity theft, with a significant number of states enacting laws requiring businesses to meet minimum cyber-security standards and notify individuals of security breaches involving personal information. State consumer protection laws may also apply to privacy and security practices related to personally identifiable information, including information related to consumers and care providers. Different approaches to state privacy and insurance regulation and varying enforcement philosophies may materially and adversely affect our ability to standardize our products and services across state lines. See Part I, Item 1A, “Risk Factors” for a discussion of the risks related to compliance with state privacy and security regulations.

Corporate Practice of Medicine and Fee-Splitting Laws. Certain of our businesses function as direct medical service providers and, as such, are subject to additional laws and regulations. Some states have corporate practice of medicine laws prohibiting specific types of entities from practicing medicine or employing physicians to practice medicine. Moreover, some states prohibit certain entities from engaging in fee-splitting practices, which involve sharing in the fees or revenues of a professional practice. These prohibitions may be statutory or regulatory, or may be imposed through judicial or regulatory interpretation. The laws, regulations and interpretations in certain states have been subject to limited judicial and regulatory interpretation and are subject to change. In addition, some states have begun to consider new laws to expand or change the scope of corporate practice of medicine laws. Any such changes could adversely impact how we structure transactions and contract with and support physicians in those states.

Pharmacy and Pharmacy Benefits Management (PBM) Regulations

Optum Rx’s businesses include home delivery, specialty and compounding pharmacies, as well as clinic-based pharmacies which must be licensed as pharmacies in the states in which they are located. Certain of our pharmacies must also register with the U.S. Drug Enforcement Administration (DEA) and individual state controlled substance authorities to dispense controlled substances. In addition to adhering to the laws and regulations in the states where our pharmacies are located, we also are required to comply with laws and regulations in some non-resident states where we deliver pharmaceuticals, including those requiring us to register with the board of pharmacy in the non-resident state. These non-resident states generally expect our pharmacies to follow the laws of the state in which the pharmacies are located, but some non-resident states also require us to comply with their laws if pharmaceuticals are delivered within those states. Additionally, certain of our pharmacies which participate in programs for Medicare and state Medicaid providers are required to comply with applicable Medicare and Medicaid provider rules and regulations. Other laws and regulations affecting our pharmacies include federal and state statutes and regulations governing the labeling, packaging, advertising and adulteration of prescription drugs and dispensing of controlled substances. See Part I, Item 1A, “Risk Factors” for a discussion of the risks related to our pharmacy care services businesses.

Federal and state legislation regulating PBM activities affects both our ability to limit access to a pharmacy provider network or remove network providers. Many states limit our ability to manage and establish maximum allowable costs for generic prescription drugs and regulate various pharmacy reimbursement measures. With respect to formulary services, a number of government entities, including CMS, HHS and state departments of insurance, regulate the administration of prescription drug benefits offered through federal or state exchanges. Many states also regulate the scope of prescription drug coverage, as well as the delivery channels to receive such prescriptions, for insurers, MCOs and Medicaid managed care plans. These regulations

could limit or preclude (i) certain plan designs, (ii) limited networks, (iii) use of particular care providers or distribution channels, (iv) copayment differentials among providers and (v) formulary tiering practices.

Legislation seeking to regulate PBM activities introduced or enacted at the federal or state level could impact our business practices with others in the pharmacy supply chain, including pharmaceutical manufacturers and network providers. In addition, organizations like the NAIC periodically issue model regulations while credentialing organizations, like the National Committee for Quality Assurance (NCQA) and the Utilization Review Accreditation Commission (URAC), may establish standards impacting PBM pharmacy activities. Although these model regulations and standards do not have the force of law, they may influence states to adopt their recommendations and impact the services we deliver to our clients.

Consumer Protection Laws

Certain of our businesses participate in direct-to-consumer activities and are subject to regulations applicable to online communications and other general consumer protection laws and regulations such as the Federal Tort Claims Act, the Federal Postal Service Act and the FTC's Telemarketing Sales Rule. Most states also have similar consumer protection laws.

Certain laws, such as the Telephone Consumer Protection Act, give the FTC, the Federal Communications Commission (FCC) and state attorneys general the ability to regulate, and bring enforcement actions relating to, telemarketing practices and certain automated outbound contacts such as phone calls, texts or emails. Under certain circumstances, these laws may provide consumers with a private right of action to enforce those laws. Violations of these laws could result in substantial statutory penalties and other sanctions.

Banking Regulation

Optum Bank is subject to supervision and regulation by the Utah State Department of Financial Institutions, which carries out annual examinations to ensure the bank is operating in accordance with state safety and soundness requirements and performs periodic examinations of the bank's compliance with applicable state banking statutes, regulations and agency guidelines. Optum Bank is also subject to regulation by federal banking regulators, including the Federal Deposit Insurance Corporation (FDIC), which performs annual examinations to ensure the bank is operating in accordance with federal safety and soundness requirements, and the Consumer Financial Protection Bureau, which may perform periodic examinations to ensure the bank is in compliance with applicable consumer protection statutes, regulations and agency guidelines. In the event of unfavorable examination results or an enforcement action from these state or federal agencies, the bank could become subject to civil litigation, increased operational expenses and capital requirements, enhanced governmental oversight, monetary penalties and other sanctions.

Non-U.S. Regulation

Certain of our businesses operate internationally and are subject to regulation in the jurisdictions in which they are organized or conduct business. These regulatory regimes vary from jurisdiction to jurisdiction. In addition, our non-U.S. businesses and operations are subject to U.S. laws regulating the conduct and activities of U.S.-based businesses operating outside the United States, such as the Foreign Corrupt Practices Act (FCPA), which prohibits offering, promising, providing or authorizing others to give anything of value to a foreign government official to obtain or retain business or otherwise secure a business advantage.

COMPETITION

As a diversified health care company, we operate in highly competitive markets across the full expanse of health care benefits and services. Our competitors include organizations ranging from startups to highly sophisticated Fortune 50 global enterprises, for-profit and non-profit companies, and private and government-sponsored entities. New entrants to our markets and business combinations among our competitors and suppliers also contribute to a dynamic and competitive environment. We compete fundamentally on the quality and value we provide to those we serve, which can include elements such as product and service innovation; use of technology; consumer and provider engagement and satisfaction; and sales, marketing and pricing. See Part I, Item 1A, "Risk Factors" for additional discussion of our risks related to competition.

INTELLECTUAL PROPERTY RIGHTS

We have obtained trademark registration for the UnitedHealth Group, Optum and UnitedHealthcare names and logos. We own registrations for certain of our other trademarks in the United States and abroad. We hold a portfolio of patents and have patent applications pending from time to time. We are not substantially dependent on any single patent or group of related patents.

Unless otherwise noted, trademarks appearing in this report are trademarks owned by us. We disclaim any proprietary interest in the marks and names of others.

HUMAN CAPITAL RESOURCES

As of December 31, 2025, we had more than 390,000 employees, of whom nearly 165,000 were clinical professionals.

Our employees are guided by our mission to help people live healthier lives and help make the health system work better for everyone. Our mission and cultural values of integrity, compassion, inclusion, relationships, innovation and performance align with our long-term business strategy to increase access to care, make care more affordable, enhance the care experience and improve health outcomes. Our mission and values attract individuals who are determined to make a difference – individuals whose talent, innovation, engagement and empowerment are critical in our ability to achieve our mission.

We seek to maintain an inclusive environment where people of diverse talents, backgrounds, experiences and perspectives make us better. We promote an inclusive culture and a sense of belonging throughout our organization and operations, including in our talent acquisition and talent management practices; leadership development; careers; learning and skills; and systems and processes. We prioritize equal pay by objectively and regularly evaluating and reviewing our compensation practices by performance, experience, and other relevant measures.

INFORMATION ABOUT OUR EXECUTIVE OFFICERS

The following sets forth certain information regarding our executive officers as of March 2, 2026, including the business experience of each executive officer during the past five years:

Name	Age	Position
Stephen Hemsley	73	Chair and Chief Executive Officer
Wayne DeVeydt	56	Chief Financial Officer
Dr. Patrick Conway	51	Chief Executive Officer, Optum
Erin McSweeney	61	Executive Vice President and Chief People Officer
Timothy Noel	54	Chief Executive Officer, UnitedHealthcare
Thomas Roos	53	Senior Vice President and Chief Accounting Officer
Christopher Zaetta	54	Executive Vice President and Chief Legal Officer and Corporate Secretary

Our Board of Directors elects executive officers annually. Our executive officers serve until their successors are duly elected and qualified, or until their earlier death, resignation, removal or disqualification.

Stephen Hemsley has served as Chief Executive Officer and Chair of the Board of UnitedHealth Group since May 2025. Steve previously served as Non-Executive Chair of the Board from November 2019 to May 2025, Executive Chair of the Board from September 2017 to November 2019, Chief Executive Officer from November 2006 to August 2017, President from May 1999 to November 2014, and Chief Operating Officer from November 1998 to November 2006. He joined the Company in 1997 and has been a member of the Board of Directors since 2000.

Wayne DeVeydt has served as Chief Financial Officer of UnitedHealth Group since September 2025. Prior to joining UnitedHealth Group, Wayne was Managing Director of Bain Capital, a private investment firm, from March 2022 to August 2025. Wayne previously served as Chief Executive Officer, from January 2018 to January 2020, and Executive Chairman of the Board of Directors, from January 2020 to August 2025, of Surgery Partners, an operator of surgical facilities and ancillary services, and Executive Vice President and Chief Financial Officer of Elevance Health (formerly known as Anthem), a health benefits and insurance provider, from 2007 to June 2016.

Dr. Patrick Conway has served as Chief Executive Officer of Optum since May 2025. Previously, Patrick served as Optum Rx's Chief Executive Officer and held numerous leadership roles since joining UnitedHealth Group in February 2020, including service as Chief Executive Officer of Optum Health Care Solutions. Prior to joining UnitedHealth Group, Patrick held prominent senior leadership positions in the private and public sector and clinical settings, including service as Chief Medical Officer and acting administrator at Centers for Medicare and Medicaid Services, and as director of the CMS Innovation Center.

Erin McSweeney has served as Executive Vice President and Chief People Officer of UnitedHealth Group since March 2022. From February 2021 to March 2022, Erin served as chief of staff to UnitedHealth Group's Office of the Chief Executive. From January 2017 to February 2021, she served as Executive Vice President and Chief Human Resources Officer at Optum. Prior to joining UnitedHealth Group, Erin was Executive Vice President and Chief Human Resources Officer for EMC Corporation, an international technology company.

Tim Noel has served as Chief Executive Officer of UnitedHealthcare since January 2025. Previously, Tim served as Chief Executive Officer of UnitedHealthcare's Medicare & Retirement business and held numerous leadership roles since joining UnitedHealth Group from 2007 until January 2025, including serving as Chief Financial Officer and Senior Vice President of federal products for Medicare & Retirement.

Tom Roos has served as Senior Vice President and Chief Accounting Officer of UnitedHealth Group since August 2015. Prior to joining UnitedHealth Group, Tom was a Partner at Deloitte & Touche LLP, an independent registered public accounting firm.

Chris Zaetta has served as Executive Vice President, Chief Legal Officer and Corporate Secretary of UnitedHealth Group since May 2024. Previously, Chris served as Chief Legal Officer of Optum from September 2020 until May 2024. Prior to joining Optum in 2020, Chris was Vice President at Johnson & Johnson, a pharmaceutical company. Chris also held several leadership roles at UnitedHealth Group from May 2011 to September 2019, including Head of Litigation and General Counsel of the organization's government businesses.

ADDITIONAL INFORMATION

Our executive offices are located at 1 Health Drive, Eden Prairie, Minnesota 55344 and 655 New York Avenue, Washington, DC 20001; our telephone number is (800) 328-5979. You can access our website at www.unitedhealthgroup.com to learn more about our company. We make periodic and current reports and amendments available, free of charge, on our website, as soon as reasonably practicable after we file or furnish these reports to the SEC. Information on or linked to our website is neither part of nor incorporated by reference into this Annual Report on Form 10-K or any other SEC filings.

ITEM 1A. RISK FACTORS

CAUTIONARY STATEMENTS

The statements, estimates, projections or outlook contained in this Annual Report on Form 10-K include forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 (PSLRA). When used in this Annual Report on Form 10-K and in future filings by us with the SEC, in our news releases, presentations to securities analysts or investors, and in oral statements made by or with the approval of one of our executive officers, the words "believe," "expect," "intend," "estimate," "anticipate," "forecast," "outlook," "plan," "project," "should" or similar words or phrases are intended to identify such forward-looking statements. These statements are intended to take advantage of the "safe harbor" provisions of the PSLRA. These forward-looking statements involve risks and uncertainties which may cause our actual results to differ materially from the expectations expressed or implied in the forward-looking statements. Any forward-looking statement in this report speaks only as of the date of this report and, except as required by law, we undertake no obligation to update any forward-looking statement to reflect events or circumstances, including unanticipated events, after the date of this report.

The following discussion contains cautionary statements regarding our business, which investors and others should consider. We do not undertake to address in future filings with the SEC or other communications regarding our business or results of operations how any of these factors may have caused our results to differ from discussions or information contained in our previous filings or communications. In addition, any of the matters discussed below may have affected past, as well as current, forward-looking statements about future results.

Any or all forward-looking statements in this Annual Report on Form 10-K and in any other SEC filings or public statements we make may turn out to be wrong. Our forward-looking statements can be affected by inaccurate assumptions we might make or by known or unknown risks and uncertainties. By their nature, forward-looking statements are not guarantees of future performance or results and are subject to risks, uncertainties and assumptions which are difficult to predict or quantify.

The risks and uncertainties discussed below are not the only risks we may face. There may be risks and uncertainties not currently known to us or that we may deem to be immaterial that could materially and adversely affect our business, results of operations, financial position, cash flows and prospects.

Risks Related to Our Business and Our Industry

If we fail to estimate, price for and manage our medical costs or design benefits in an effective manner, the profitability of our risk-based products and services could decline and could materially and adversely affect our results of operations, financial position and cash flows.

Through our risk-based benefit products, we assume the risk of both medical and administrative costs for our customers in return for monthly premiums. The profitability of our products depends in large part on our ability to predict and effectively price for and manage medical costs. Our Optum Health business also enters into fully accountable value-based arrangements with payers. Premium revenues from risk-based products constitute nearly 80% of our total consolidated revenues. Estimates of benefit expense payments involve extensive judgement and are subject to considerable inherent variability. Relatively small differences between predicted and actual medical costs, or utilization rates as a percentage of revenues, have resulted and in the future may result in significant changes in our financial results. If we fail to predict accurately, or effectively price for or manage, the costs of providing care under risk-based arrangements, our results of operations could be materially and adversely affected.

We manage medical costs through underwriting criteria, product design, negotiation of competitive provider contracts and care management programs. Total medical costs are affected by the number of individual services rendered, the cost of each service and the type of service rendered. Although we base the premiums we charge on our estimates of future medical costs over the fixed contract period, many factors may cause, and have previously caused, actual costs to exceed those estimated and reflected in premiums or bids. These factors may include medical cost inflation, increased use of services, increased provider billing intensity, business mix, unexpected differences among new customer populations, increased cost of individual services, costs to deliver care, large-scale medical emergencies, the potential effects of climate change, pandemics, the introduction of new or costly drugs or increases in drug prices, treatments and technology, new treatment guidelines, newly mandated benefits or other regulatory changes and insured population characteristics. Cost increases in excess of our forecasts typically cannot be recovered in the fixed premium period through higher premiums. For Optum Health's fully accountable value-based care, any inability to provide higher-quality outcomes and better experiences at lower costs or to integrate our care delivery models could impact our results of operations, financial positions and cash flows.

In addition, the financial results we report for any particular period include estimates of costs incurred for which claims are still outstanding. These estimates involve an extensive degree of judgment. If these estimates prove inaccurate, our results of operations could be materially and adversely affected.

If we fail to maintain properly the integrity or availability of our data or successfully consolidate, integrate, upgrade or expand our existing information systems, or if our technology products do not operate as intended, our business could be materially and adversely affected.

Our business depends on the integrity and timeliness of the data we use to serve our members, customers and health care professionals and to operate our business. If the data we rely upon to run our businesses is found to be inaccurate, incomplete, outdated or unreliable or if we fail to effectively maintain or protect the integrity of our data and information systems, including systems powered by or incorporating artificial intelligence (AI), we could experience failures in our health, wellness and information technology products; lose existing customers; have difficulty attracting new customers; experience problems in determining medical cost estimates and establishing appropriate pricing; have difficulty preventing, detecting and controlling fraud; have disputes with customers, physicians and other health care professionals; become subject to regulatory sanctions, penalties, investigations or audits; incur increases in operating expenses; or suffer other adverse consequences.

The volume of health care data generated, and the uses of data, including electronic health records, are rapidly expanding. We depend on the integrity of the data in our information systems to implement new and innovative services, automate and deploy new technologies to simplify administrative processes and clinical decision making, price our products and services adequately, provide effective service to our customers and consumers in an efficient and uninterrupted fashion, provide timely payments to care providers, and accurately report our results of operations. In addition, increasing connectivity among technologies and recent trends toward greater consumer engagement in health care require new and enhanced technologies, including more sophisticated applications for mobile devices and new tools and products that leverage AI to improve the customer experience. We anticipate that fast-evolving AI technologies, including generative AI, will play an increasingly important role in our information systems and customer-facing technology products. Our ability to protect and enhance existing systems and develop new systems to keep pace with changes in information processing technology (including AI), regulatory standards and changing customer preferences will require our ongoing commitment of significant development and operational resources. If these commitments fail to provide the anticipated benefits, if we are unable to successfully anticipate future technology developments, or if the cost to keep pace with the technological changes exceeds our estimates, we could be exposed to reputational harm and experience adverse effects on our business.

We may not successfully implement our initiatives to consolidate the number of information systems we operate, upgrade and expand our systems' capabilities, integrate and enhance our systems and develop new systems to keep pace with recent

regulations and changes in information processing technology. Failure to protect, consolidate and integrate our systems successfully could result in higher than expected costs.

Some of our businesses sell and install software products which may contain unexpected design defects or may encounter unexpected complications during installation or when used with other technologies utilized by the customer. A failure of our technology products to operate as intended and in a fully-integrated fashion with other products could materially and adversely affect our results of operations, financial position and cash flows.

Uncertain and rapidly evolving U.S. federal and state, non-U.S. and international laws and regulations related to health data and health information technologies, including those powered by or incorporating AI, may alter the competitive landscape or impose new compliance requirements and could materially and adversely affect the configuration of our information systems and platforms, and our ability to compete in our markets.

If we or third parties we rely on sustain cyberattacks or other privacy or data security incidents resulting in disruption to our operations or the misappropriation or disclosure of protected personal information or proprietary or confidential information, we could suffer a loss of revenue and increased costs, negative operational effects, exposure to significant liability, reputational harm and other serious negative consequences.

We routinely process, store and transmit large amounts of data in our operations, including protected personal information subject to privacy, security or data breach notification laws, as well as proprietary or confidential information relating to our business or third parties. Some of the data we process, store and transmit may be outside of the United States due to our information technology systems and international business operations. We are regularly the target of attempted cyberattacks and other security threats and have previously been, and may in the future be, subject to compromises of the information technology systems we use, information we hold, or information held on our behalf by third parties. For example, we previously reported that our Change Healthcare business, which we had recently acquired, was subject to a cyberattack in 2024, in which the data involved contained protected health information or personally identifiable information.

While we have programs in place to detect, contain and respond to data security incidents and provide employees with awareness training regarding phishing, malware and other cyber threats as a protection against cybersecurity risks and incidents, we expect that we will continue to experience incidents, some of which may negatively affect our business. Further, because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently and are increasing in sophistication, in part due to use of evolving AI technologies (including generative AI), and because our businesses are changing as well, we may be unable to anticipate these techniques and threats, timely detect data security incidents or implement adequate preventive measures. Threat actors and hackers have previously been, and may in the future be, able to negatively affect our operations by penetrating our security controls and causing system and operational disruptions or shutdowns. They may access, misappropriate or otherwise compromise protected personal information or our proprietary or confidential information or that of third parties, and may develop and deploy malicious code (including viruses, ransomware and malware, among others) that can attack our systems, exploit security vulnerabilities, and disrupt or shut down our systems and operations. In addition, hardware, software, or applications we develop or procure from third parties may contain defects or other problems which could unexpectedly compromise our information technology ecosystem. Our systems may also be vulnerable to financial fraud schemes, misplaced or lost data, human error, insider threat, malicious social engineering, or other events which could negatively affect the data or financial accounts, proprietary or confidential information relating to our business or third parties, or our operations. There have previously been and may be in the future heightened vulnerabilities due to recently-acquired or non-integrated businesses. We rely in some circumstances on third-party vendors to process, store and transmit large amounts of data for our business. The operations of these vendors are subject to similar risks, but are outside our direct oversight and control.

The costs to eliminate or address these threats and vulnerabilities before or after a cybersecurity incident could be material. We have business continuity and resiliency plans which we maintain, update and test regularly in an effort to contain and remediate potential disruptions from cybersecurity events. If our prevention and remediation efforts are not successful, we may experience operational interruptions, delays, or cessation of service and loss of existing or potential customers. In addition, compromises of our security measures or the unauthorized dissemination of sensitive personal information, proprietary information or confidential information about us, our customers or other third parties, previously and in the future, could expose us or them to the risk of financial or medical identity theft, negative operational impacts, and loss or misuse of this information, result in litigation and liability, including regulatory penalties, for us, damage our brand and reputation, or otherwise harm our business.

If we fail to develop and maintain satisfactory relationships with health care payers, physicians, hospitals and other service providers, our business could be materially and adversely affected.

We depend substantially on our continued ability to contract with health care payers (as a service provider to those payers), as well as physicians, hospitals, pharmaceutical benefit service providers, pharmaceutical manufacturers and other care and service providers at competitive prices. If we fail to develop and maintain satisfactory relationships with health care providers, whether in-network or out-of-network, our failure to do so could materially and adversely affect our business, results of operations,

financial position and cash flows. In addition, some of our activities related to network design, provider participation in networks and provider payments could result in disputes, which may be costly and attract negative publicity.

In any particular market, physicians and health care providers could refuse to contract with us, demand higher payments, or take other actions which could result in higher medical costs, less desirable products for customers or difficulty meeting regulatory or accreditation requirements. In some markets, certain health care providers, particularly hospitals, physician and hospital organizations or multi-specialty physician groups, may have significant market positions which could diminish our bargaining power. In addition, Accountable Care Organizations (ACOs), physician group management services organizations (which aggregate physician practices for administrative efficiency), and other organizational structures adopted by physicians, hospitals and other care providers may change the way in which these providers do business with us and may change the competitive landscape. Such organizations or groups of physicians may compete directly with us, which could adversely affect our business, and our results of operations, financial position and cash flows by impacting our relationships with these providers or affecting the way we price our products and estimate our costs, which might require us to incur costs to change our operations in an effort to mitigate these impacts. In addition, if these providers refuse to contract with us, use their market position to negotiate favorable contracts or place us at a competitive disadvantage, our ability to market products or to be profitable in those areas could be materially and adversely affected.

Our health care benefits businesses have risk-based arrangements with some physicians, hospitals and other health care providers. These arrangements limit our exposure to the risk of increasing medical costs, but expose us to risk related to the adequacy of the financial and medical care resources of the health care providers. To the extent a risk-based health care provider organization faces financial difficulties or otherwise is unable to perform its obligations under the arrangement, we may be held responsible for unpaid health care claims which should have been the responsibility of the health care provider and for which we have already paid the provider. Further, payment or other disputes between a primary care provider and specialists with whom the primary care provider contracts could result in a disruption in the provision of services to our members or a reduction in the services available to our members. Health care providers with which we contract may not properly manage the costs of services, maintain financial solvency or avoid disputes with other providers. They may also fail to provide us with the information we need to effectively conduct our businesses, such as information enabling us to estimate costs of care. Any of these events could have a material adverse effect on the provision of services to our members and our operations.

Some providers that render services to our members do not have contracts with us. In some instances, those providers have disputed and may in the future dispute the payment for these services and may institute litigation or arbitration relying on state and federal laws that define the compensation that must be paid to out-of-network providers in some circumstances.

The success of some of our businesses depends on maintaining satisfactory relationships with employed, affiliated, and independently contracted physicians and joint venture partners. The physicians who practice medicine or contract with our affiliated physician organizations could terminate their provider contracts or otherwise become unable or unwilling to continue practicing medicine or contracting with us. We face and will likely continue to face heightened competition to acquire or manage physician practices or to employ or contract with individual physicians. Our revenues could be materially and adversely affected if we are unable to maintain or expand satisfactory relationships with physicians, to acquire, recruit or, in some instances, employ physicians, or to retain enrollees following physician departures. In addition, our affiliated physician organizations contract with competitors of UnitedHealthcare. Our businesses could suffer if our affiliated physician organizations fail to maintain relationships with or fail to adequately price their contracts with these third-party payer competitors.

Further, physicians, hospitals, pharmaceutical benefit service providers, pharmaceutical manufacturers and certain health care providers are customers of our Optum businesses. Physicians also provide medical services at facilities owned by our Optum businesses. Given the importance of health care providers and other constituents to our businesses, failure to maintain satisfactory relationships with them could materially and adversely affect our results of operations, financial position and cash flows.

If we fail to compete effectively to maintain or increase our market share, including by maintaining or increasing enrollments in businesses providing health benefits, our results of operations, financial position and cash flows could be materially and adversely affected.

Our businesses face significant competition in all of the markets in which we operate. In many geographies or product segments, our competitors have and may continue to have competitive advantages. Our competitive position may also be adversely affected by significant merger and acquisition activity in the industries in which we operate, among both our competitors and suppliers. Consolidation among competitors may make it more difficult for us to retain or increase our customer base, maintain or improve the terms on which we do business with our suppliers, or maintain or increase our profitability.

In addition, our success in the health care marketplace and future growth depends on our ability to develop and deliver innovative and potentially disruptive products and services to satisfy evolving market demands. If we do not continue to

innovate and provide products and services which are useful and relevant to health care payers, consumers and our customers, we may not remain competitive and risk losing market share to existing competitors and disruptive new market entrants. We may face risks from new technologies and market entrants that could affect our existing relationship with health plan enrollees in the affected markets. We could sustain competitive disadvantages and loss of market share if we fail to continue developing innovative care models, including by accelerating the transition of care to value-based models that achieve higher quality outcomes and better experiences at lower costs and expand access to virtual and in-home care. If health care payers or providers are unwilling or unable to enter into value-based agreements with us, we may be unable to successfully establish or maintain the contractual or employment relationships necessary to achieve the quality and cost objectives we have for value-based contracting. Additionally, our competitive position could be adversely affected by any failure to develop and apply innovative technologies and other effective data and analytics capabilities or to provide services to our clients focused on these technologies and capabilities.

Our business, results of operations, financial position and cash flows also could be materially and adversely affected if we do not compete effectively in our markets, if our reputation suffers harm, if we set rates too high or too low in highly competitive markets, if we do not design and price our products properly and competitively, if we are unable to innovate and deliver products and services demonstrating value to our customers, if we do not provide a satisfactory level of services, if membership or demand for other services does not increase as we expect or declines, or if we lose accounts with more profitable products while retaining or increasing membership in accounts with less profitable products.

We are routinely subject to private party and governmental legal actions and investigations, which could damage our reputation and, if resolved unfavorably, could result in substantial penalties or monetary damages and materially and adversely affect our results of operations, financial position and cash flows.

We are routinely made party to a variety of private party and governmental legal actions and investigations related to, among other matters, the design, management and delivery of our product and service offerings. Any failure by us to adhere to the laws and regulations applicable to our businesses could subject us to civil and criminal penalties.

Legal actions to which we are a party have included and in the future could include matters related to health care benefits coverage and payment of claims (including disputes with enrollees, customers and contracted and non-contracted physicians, hospitals and other health care professionals), tort claims (including claims related to the delivery of health care services, such as medical malpractice by personnel at our affiliates' facilities, or by health care practitioners who are employed by us, have contractual relationships with us, or serve as providers to our managed care networks, including as a result of a failure to adhere to applicable clinical, quality and/or patient safety standards), antitrust claims (including as a result of changes in the enforcement of antitrust laws), whistleblower claims (including claims under the False Claims Act or similar statutes), matters related to our use of or alleged failure to adequately safeguard personal information or other proprietary data, claims related to alleged failure of our technology products to operate properly or fairly, contract and labor disputes, tax claims and claims related to disclosure of certain business practices. In addition, some of our pharmacy services operations are subject to clinical quality, patient safety and other risks inherent in the dispensing, packaging and distribution of drugs, including claims related to purported dispensing and other operational errors. We also have been and in the future may be a party to class action lawsuits, including those brought by health care professional groups, consumers and investors. We operate in jurisdictions where contractual rights, tax positions and applicable regulations may be subject to varying degrees of interpretation or uncertainty, and therefore subject to dispute by customers, government authorities or others.

We are largely self-insured with regard to legal actions, including claims of medical malpractice against our affiliated physicians and us. Although we record liabilities for our estimates of the probable costs resulting from self-insured matters, it is possible the level of actual losses will significantly exceed the liabilities recorded. Additionally, physicians and other healthcare providers have become subject to an increasing number of legal actions alleging medical malpractice and general professional liabilities. Even in states that have imposed caps on damages for such actions, litigants are seeking recoveries under theories of liability that might not be subject to the caps on damages. These actions involve significant defense costs and could result in substantial monetary damages or damage to our reputation.

We cannot predict the outcome of significant legal actions in which we are involved. Even in situations where we engage external insurers, our coverage may be disputed or may not be sufficient to cover the entire amount of certain claims. We incur expenses to resolve these matters and current and future legal actions could further increase our cost of doing business, require us to potentially change the way we conduct our business, and materially and adversely affect our results of operations, financial position and cash flows. Moreover, certain legal actions could result in adverse publicity which could damage our reputation and materially and adversely affect our ability to retain our current business or grow our market share in some markets and businesses.

Our increasing use of AI presents legal, regulatory and business risks to our operations, reputation and financial results.

We increasingly rely on technologies powered by or incorporating AI in our internal operations and in the delivery of products and services. While these technologies present opportunities to improve efficiency, enhance customer experience, and optimize clinical and administrative processes, they also entail risks and uncertainties. We have developed and implemented policies and procedures intended to promote and sustain the responsible design, development, and use of these technologies, consistent with industry best practices. However, to the extent an AI system does not operate as intended or produces an inaccurate, incomplete or biased output, the system could impact operations, customer service or other functions and could have an adverse effect on our business, reputation, results of operations, financial position and cash flows.

Our business could suffer, and our results of operations, financial position and cash flows could be materially and adversely affected, if we fail to successfully manage our strategic alliances, or to complete, manage or integrate acquisitions and other significant strategic transactions or relationships.

As part of our business strategy, we frequently engage in discussions with third parties regarding possible investments, acquisitions, divestitures, strategic alliances, joint ventures and outsourcing transactions and often enter into agreements relating to such transactions. If we fail to meet the needs of our alliance or joint venture partners, including by developing additional products and services, providing high levels of service, pricing our products and services competitively or responding effectively to applicable federal and state regulatory changes, our alliances and joint ventures could be damaged or terminated, which in turn could adversely impact our reputation, business and results of operations. Further, governmental actions, such as actions by the FTC or DOJ or comparable non-U.S. regulatory bodies, may affect our ability to complete strategic transactions, which could adversely affect our future growth. If we fail to identify and successfully complete transactions to meet our strategic objectives, including as a result of antitrust regulatory enforcement actions, such as those that have been brought against us in the past, we may be required to expend resources to develop products and technology internally, be placed at a competitive disadvantage or be adversely affected by negative market perceptions, any of which may have a material adverse effect on our results of operations, financial position or cash flows.

Successful acquisitions also require us to effectively, comprehensively and expeditiously integrate the acquired business into our existing operations, including our internal control environment and culture, or otherwise leverage its operations which may present risks different from those presented by organic growth and may be difficult for us to manage. For example, we have experienced and in the future may encounter more acute information technology system vulnerabilities or different litigation risk profiles in recently acquired businesses than we have historically managed. We may be unable to address these vulnerabilities, inadequacies, differences, or failures soon after acquiring a business, which could undermine integration activities, delay launch of acquired products, and increase infrastructure risk. In addition, even with appropriate diligence, pre-acquisition practices of an acquired business have exposed us in the past and may expose us in the future to legal challenges and investigations that could subject us to criminal fines or reputational harm. Even if we are ultimately successful in resolving these matters, defending such claims may be costly and result in negative publicity. If we cannot successfully integrate our acquired businesses and realize contemplated revenue growth opportunities, cost savings and other synergies, our business, prospects, results of operations, financial position and cash flows could be materially and adversely affected.

We are subject to risks associated with public health crises arising from large-scale medical emergencies, pandemics, natural disasters and other extreme events, which have had and could have an adverse effect on our business, results of operations, financial condition and financial performance.

Large-scale medical emergencies, pandemics, natural disasters, public health crises and other extreme events could have a material adverse effect on our business operations, cash flows, financial conditions and results of operations. For example, disruptions in public and private infrastructure resulting from such events could increase our operating costs and impair our ability to provide services to our clients and customers. In addition, as a result of these events, the premiums and fees we charge may not be sufficient to cover our medical and administrative costs, deferred medical care could be sought in future periods at potentially higher acuity levels, we could experience reduced demand for our services, and our clinical and non-clinical workforce could be affected and sustain a reduced capacity to handle demand for care. Public health crises arising from natural disasters, such as wildfires, hurricanes, and snowstorms, or effects of climate change could impact our business operations and result in increased medical care costs. Government enactment of emergency powers in response to public health crises could disrupt our business operations, including by restricting availability of, or our ability to deliver, pharmaceuticals or other medical supplies, and could increase the risk of shortages of necessary items.

Our sales performance will suffer if we do not adequately attract, retain and provide support to a network of independent producers and consultants.

Our products and services are sold in part through nonexclusive producers and consultants for whose services and allegiance we must compete. Our sales could be materially and adversely affected if we are unable to attract, retain and support independent producers and consultants or if our sales strategy is not appropriately aligned across distribution channels. Our relationships

with producers could be impaired by changes in our business practices and the terms of our relationships, including commission levels.

Our businesses are subject to risks associated with unfavorable economic conditions.

Unfavorable economic conditions may have a range of impacts on the demand for our products and services. Such conditions also have caused and in future periods could continue to cause employers to stop offering certain health care coverage as an employee benefit or elect to offer particular coverage on a voluntary, employee-funded basis to reduce their operating costs. In addition, unfavorable economic conditions could adversely impact our ability to increase premiums or result in the cancellation by certain customers of our products and services. These conditions could lead to a decrease in people served and in the premium and fee revenues we generate.

A prolonged unfavorable economic environment could constrain state and federal budgets and result in reduced reimbursements or payments in our federal and state government health care coverage programs, including Medicare, Medicaid and CHIP. A reduction in state Medicaid reimbursement rates could be implemented retroactively to apply to payments already negotiated or received from the government. In addition, state and federal budgetary pressures could cause the affected governments to impose new or a higher level of taxes or assessments for our commercial programs, such as premium taxes on health insurance and surcharges or fees on select fee-for-service and capitated medical claims. Any of these developments or actions could materially and adversely affect our results of operations, financial position and cash flows.

A prolonged unfavorable economic environment could also adversely impact the financial position of hospitals and other care providers, which could negatively affect our contracted rates with these parties and increase our medical costs or materially and adversely affect their ability to purchase our service offerings. Further, unfavorable economic conditions could have a material adverse effect on our financial results by impacting the customers of our Optum businesses, including health plans, hospitals, care providers, employers and others.

Our failure to attract, develop, retain, and manage the succession of key employees and executives could adversely affect our business, results of operations and future performance.

We depend on our ability to attract, develop and retain qualified employees and executives, including those with diverse talents, backgrounds, experiences and perspectives, to operate and expand our business. While we have development and succession plans in place for our key employees and executives, these plans do not guarantee that the services of our key employees and executives will continue to be available to us. If we are unable to attract, develop, retain and effectively manage the development and succession plans for key employees and executives, our business, results of operations and future performance could suffer. Experienced and highly skilled employees and executives in the health care and technology industries are in high demand and the market for their services is competitive. We may have difficulty in replacing key executives because of the limited number of qualified individuals in these industries with the breadth of skills and experience required to operate and successfully expand our business. Further, the increased availability of hybrid or remote working arrangements has expanded the pool of companies that can compete for qualified employees and executive candidates. Adverse changes to our corporate culture could harm our business operations and our ability to retain key employees and executives.

Our investment and loan portfolio may sustain losses which could adversely affect our profitability.

Market fluctuations could impair the value of our investment and loan portfolio and our profitability. Volatility in interest rates affects our interest income and the market value of our investments in debt securities of varying maturities which constitute the substantial majority of the fair value of our investments as of December 31, 2025. In addition, a delay in payment of principal or interest by issuers or other borrowers, or defaults by issuers (primarily issuers of our investments in corporate and municipal bonds) or other borrowers, could reduce our investment income and require us to write down the value of our investments or loans, which could adversely affect our profitability and equity.

Our investments may not produce total positive returns and we may sell investments at prices which are less than their carrying values. Changes in the value of our investment assets, as a result of interest rate fluctuations, changes in issuer financial or market conditions, illiquidity or otherwise, could have an adverse effect on our equity interests. In addition, if it should become necessary for us to liquidate a material portion of our investment and loan portfolio on an accelerated basis, such an action could have an adverse effect on our results of operations and the capital position of our regulated subsidiaries.

If the value of our intangible assets is materially impaired, our results of operations, equity and credit ratings could be materially and adversely affected.

As of December 31, 2025, our goodwill and other intangible assets had a carrying value of $131 billion, representing 42% of our total consolidated assets. We periodically evaluate our goodwill and other intangible assets to determine whether all or a portion of their carrying values may be impaired, in which case a charge to earnings may be necessary. The value of our goodwill may be materially and adversely impacted if businesses we acquire perform in a manner inconsistent with our assumptions. In addition, we divest businesses from time to time, and any such divestiture could result in significant asset

impairment and disposition charges, including those related to goodwill and other intangible assets. Any future evaluations requiring an impairment of our goodwill and other intangible assets could materially and adversely affect our results of operations and equity in the period in which the impairment occurs. A material decrease in equity value could, in turn, adversely affect our credit ratings.

If we are not able to protect our proprietary rights to our databases, software and related products, or other intellectual property, our ability to market our knowledge and information-related businesses could suffer.

We rely on our agreements with customers, confidentiality agreements with employees and third parties, and our trademarks, trade secrets, copyrights and patents to protect our proprietary rights. These legal protections and precautions may not prevent misappropriation of our proprietary information. In addition, intellectual property rights inherent in software are the subject of substantial litigation, and we expect our software products to be increasingly subject to third-party infringement claims as the number of products and competitors in the health care-focused software industry segment grows. Such litigation and misappropriation of our proprietary information could hinder our ability to market and sell products and services, which could materially and adversely affect our results of operations, financial position and cash flows.

Any downgrades in our credit ratings could increase our borrowing and operating costs.

Claims paying ability, financial strength and debt ratings by nationally recognized statistical rating organizations are important factors in establishing the competitive position of insurance companies. Ratings information is broadly disseminated and generally used by customers and creditors. We believe our claims paying ability and financial strength ratings are important factors in marketing our products to certain of our customers. Our credit ratings impact both the cost and availability of future borrowings. Each of the credit rating agencies reviews its ratings periodically. Our ratings reflect each credit rating agency's opinion of our financial strength, operating performance and ability to meet our debt obligations or obligations to policyholders. We have been the subject of downgrades and other negative credit rating actions in past periods, and may not be able to maintain our current credit ratings in future periods. Any downgrades in our credit ratings could materially increase our costs of or ability to access funds in the debt capital markets and otherwise materially increase our operating costs.

Risks Related to the Regulation of Our Business

Our business activities in the United States and other countries are highly regulated and new laws or regulations or changes in existing laws or regulations or their enforcement or application could materially and adversely affect our business.

We are regulated by federal, state and local governments in the United States and other countries where we do business. Our insurance and HMO subsidiaries must be licensed by and are subject to regulation in the jurisdictions in which they conduct business. For example, states require periodic financial reports and enforce minimum capital or restricted cash reserve requirements. Health plans and insurance companies are also regulated under state insurance holding company regulations and some of our activities may be subject to other health care-related regulations and requirements, including regulations and licensure requirements related to Preferred Provider Organizations, MCOs, UR and TPAs. Under state guaranty association laws, certain insurance companies can be assessed (up to prescribed limits) for certain obligations to the policyholders and claimants of impaired or insolvent insurance companies that write the same line or similar lines of business. Any such assessment could expose our insurance entities and other insurers to the risk they would be required to pay a portion of an impaired or insolvent insurance company's claims through state guaranty associations.

Some of our businesses provide products or services to government agencies. For example, some of our Optum and UnitedHealthcare businesses hold government contracts or provide services related to government contracts and are subject to U.S. federal and state and non-U.S. self-referral, anti-kickback, medical necessity, risk adjustment, false claims and other laws and regulations governing government contractors and the use of government funds. Our relationships with these government agencies are subject to the terms of our contracts with the agencies and to laws and regulations regarding government contracts. Certain laws and regulations restrict or prohibit companies from performing work for government agencies that might be viewed to involve an actual or potential conflict of interest. These laws and regulations may limit our ability to pursue and perform certain types of engagements, thereby materially and adversely affecting our results of operations, financial position and cash flows.

Some of our Optum businesses are also subject to regulations distinct from those faced by our insurance and HMO subsidiaries, some of which could impact our relationships with physicians, hospitals and customers. These regulations include state telemedicine regulations; debt collection laws; banking regulations; consumer financial protection laws; distributor and producer licensing requirements; state corporate practice of medicine restrictions; fee-splitting rules; and health care facility licensure and certificate of need requirements. These risks and uncertainties may materially and adversely affect our ability to market or provide our products and services, or to achieve targeted operating margins, or may increase the regulatory burdens under which we operate.

The laws and regulations governing our businesses and interpretations of those laws and regulations are subject to frequent and often unpredictable change. For example, legislative, administrative and public policy changes to the ACA have been and likely will continue to be considered, and we cannot predict if the ACA will be further modified or to what extent such modifications may impact our businesses or member enrollment. Additionally, changes in tax laws or unfavorable resolutions of exams could create additional tax liabilities.

The integration of entities we acquire into our businesses may affect the way in which existing laws and regulations apply to us, including by subjecting us to laws and regulations which did not previously apply to us. The broad latitude given to the agencies administering, interpreting and enforcing current and future regulations governing our businesses could compel us to change how we do business, renegotiate existing contracts and other arrangements, restrict revenue and enrollment growth, increase our health care and administrative costs and capital requirements, or expose us to increased liability in courts for coverage determinations, resolution of commercial disputes and other actions.

We also must obtain and maintain regulatory approvals to market many of our products and services, increase prices for some regulated products and services and complete or integrate strategic transactions. For example, premium rates for our health insurance and managed care products are subject to regulatory review or approval in many states and by the federal government. Additionally, we must submit data on proposed rate increases to HHS on many of our products for monitoring purposes. Geographic and product expansions of our businesses may be subject to state and federal regulatory approvals. Delays in obtaining necessary approvals or our failure to obtain or maintain adequate approvals could materially and adversely affect our results of operations, financial position and cash flows.

We also currently operate outside of the United States and in the future may acquire or commence additional businesses based outside of the United States, increasing our exposure to non-U.S. regulatory regimes. Our failure to comply with U.S. or non-U.S. laws and regulations governing our conduct outside the United States or to establish constructive relationships with non-U.S. regulators could adversely affect our ability to market our products and services or to do so at targeted operating margins, which may have a material adverse effect on our business, financial condition and results of operations. Non-U.S. regulatory regimes, which vary by jurisdiction, encompass, among other matters, local and cross-border taxation, licensing, tariffs, intellectual property, investment, capital (including minimum solvency margin and reserve requirements), management control, labor, anti-fraud, anti-corruption and privacy and data protection regulations (including requirements for cross-border data transfers). Any foreign regulator or court may take an approach to the interpretation, implementation and enforcement of industry regulations which could differ from the approach taken by U.S. regulators or courts. In addition, our non-U.S. businesses and operations are subject to U.S. laws regulating the conduct and activities of U.S.-based businesses operating outside the United States, such as the FCPA, which prohibits offering, promising, providing or authorizing others to give anything of value to a foreign government official to obtain or retain business or otherwise secure a business advantage.

The health care industry is regularly subject to negative publicity, including as a result of governmental investigations, adverse media coverage and political debate concerning industry regulation. Negative publicity may adversely affect our stock price, damage our reputation, and expose us to unexpected or unwarranted regulatory scrutiny.

As a result of our participation in various government health care programs, both as a payer and as a service provider to payers, we are exposed to additional risks associated with program funding, enrollments, payment adjustments, audits and government investigations which could materially and adversely affect our business, results of operations, financial position and cash flows.

We participate in various federal, state and local government health care benefit programs, including as a payer in Medicare Advantage, Medicare Part D, various Medicaid programs and CHIP, and receive substantial revenues from these programs. Some of our Optum businesses also provide services to payers participating in government health care programs. A reduction or less than expected increase, or a protracted delay, in government funding for these programs or change in allocation methodologies, or termination of the contract at the option of the government, has affected and in future periods may materially and adversely affect our results of operations, financial position and cash flows.

The government health care programs in which we participate are generally subject to frequent changes, including changes which may reduce the number of persons enrolled or eligible for coverage (such as Medicaid eligibility redeterminations in certain states and federal enhanced premium subsidy reductions), reduce the amount of reimbursement or payment levels, reduce our participation in, or prevent our expansion into, certain service areas or markets, or increase our administrative or medical costs under such programs. Revenues for these programs depend on periodic funding from the federal government or applicable state governments and allocation of the funding through various payment mechanisms. Funding for these government programs depends on many factors outside of our control, including general economic conditions and budgetary constraints at the federal or applicable state level. For example, CMS in the past has reduced or frozen Medicare Advantage benchmarks, and additional cuts to Medicare Advantage benchmarks are possible. In addition, from time to time, CMS makes changes to the way it calculates Medicare Advantage risk adjustment payments. Although we have adjusted members' benefits and premiums on a selective basis, ceased to offer benefit plans in certain counties, and intensified both our medical and

operating cost management in response to the benchmark reductions and other funding pressures, these or other strategies may not fully address the funding pressures in the Medicare Advantage program. In addition, payers in the Medicare Advantage program may be subject to reductions in payments from CMS as a result of decreased funding or recoupment pursuant to government audit. States have also made changes in rates and reimbursements for Medicaid members and audits can result in unexpected recoupments.

Under the Medicaid managed care program, state Medicaid agencies solicit bids from eligible health plans to continue their participation in the acute care Medicaid health programs. If we are not successful in obtaining renewals of state Medicaid managed care contracts, we risk losing the members who were enrolled in those Medicaid programs. Under the Medicare Part D program, to qualify for automatic enrollment of low income members, our bids must result in an enrollee premium below a regional benchmark, which is calculated by the government after all regional bids are submitted. If the enrollee premium is not below the government benchmark, we risk losing the members who were auto-assigned to us and will not have additional members auto-assigned to us. Chronic failure to meet the benchmarks could result in termination of these government contracts. In general, our bids are based upon certain assumptions regarding enrollment, utilization, medical costs and other factors. If any of these assumptions are materially incorrect, either as a result of unforeseen changes to the programs on which we bid, implementation of material program or policy changes after our bid submission, or submissions by our competitors at lower rates than our bids, our results of operations, financial position and cash flows could be materially and adversely affected.

Many of the government health care coverage programs we participate in are subject to the prior satisfaction of certain conditions or performance standards or benchmarks. For example, as part of the ACA, CMS has a system providing various quality bonus payments to Medicare Advantage plans meeting specified quality star ratings at the individual plan or local contract level. The star rating system considers various measures adopted by CMS, including, among others, quality of care, preventive services, chronic illness management, handling of appeals and customer satisfaction. Plans must have a rating of four stars or higher to qualify for bonus payments, and CMS has made and may make additional changes to the star rating program that impact the ability of our plans to achieve four-star or higher ratings. If we do not maintain or continue to improve our star ratings, our plans may not be eligible for quality bonuses and we may experience a negative impact on our revenues and the benefits our plans can offer, which could materially and adversely affect the marketability of our plans and the number of people we serve. Any changes in standards or care delivery models applying to government health care programs, including Medicare and Medicaid, or our inability to maintain or improve our quality scores and star ratings to meet evolving government performance requirements or to match the performance of our competitors could result in limitations to our participation in or exclusion from these or other government programs, which could materially and adversely affect our results of operations, financial position and cash flows.

CMS uses various payment mechanisms to allocate funding and adjust monthly capitation payments for Medicare programs. For Medicare Advantage plans, these adjustments are made according to the predicted health status of each beneficiary as supported by data from health care providers. For Medicare Part D plans, payment adjustments are driven by risk-sharing provisions based on a comparison of costs forecasted in our annual bids to actual prescription drug costs. Some state Medicaid programs utilize a similar process. For example, our UnitedHealthcare Medicare & Retirement and UnitedHealthcare Community & State businesses submit information relating to the health status of enrollees to CMS or state agencies for purposes of determining the amount of certain payments to us. CMS and the Office of Inspector General for HHS periodically perform risk adjustment data validation (RADV) audits of selected Medicare health plans to validate the coding practices of and supporting documentation maintained by health care providers. Some of our local plans have been selected for such audits, which in the past have resulted and in future periods could result in retrospective adjustments to payments made to our health plans, fines, corrective action plans or other adverse action by CMS.

We have been and in the future may become involved in routine, regular and special governmental investigations, audits, reviews and assessments. Such investigations, audits, reviews or assessments sometimes arise out of, or prompt claims or class action lawsuits by private litigants or whistleblowers regarding, among other allegations, claims that we failed to disclose certain business practices or, as a government contractor, submitted false or erroneous claims to the government. Government investigations, audits, reviews and assessments could lead to government actions, which have resulted and in future periods could result in adverse publicity, the assessment of damages, civil or criminal fines or penalties, or other sanctions, including restrictions or changes in the way we conduct business, loss of licensure or exclusion from participation in government programs, any of which could have a material adverse effect on our business, results of operations, financial position and cash flows.

Our pharmacy care services businesses face regulatory and operational risks and uncertainties which may differ from the risks of our other businesses.

We provide pharmacy care services through our Optum Rx and UnitedHealthcare businesses. Each business is subject to federal and state anti-kickback, beneficiary inducement and other laws governing the relationships of the business with pharmaceutical manufacturers, physicians, pharmacies, customers and consumers. In addition, federal and state legislatures regularly consider new regulations for the industry which could materially affect current industry practices, including potential new legislation and

regulations regarding the receipt or disclosure of rebates and other fees from pharmaceutical companies, the development and use of formularies and other utilization management tools, the use of average wholesale prices or other pricing benchmarks, pricing for specialty pharmaceuticals, limited access to networks, and pharmacy network reimbursement methodologies.

Further, various governmental agencies have conducted and continue to conduct investigations and studies into certain PBM practices, which have resulted and in future periods may result in PBMs agreeing to civil penalties, including the payment of money and entry into corporate integrity agreements, or could materially and adversely impact the PBM business model. As a provider of pharmacy benefit management services, Optum Rx is also subject to an increasing number of licensure, registration and other laws and accreditation standards. Optum Rx conducts business through home delivery, specialty and compounding pharmacies, pharmacies located in community mental health centers and home infusion, which subjects it to extensive federal, state and local laws and regulations, including those of the DEA and individual state controlled substance authorities, the Food and Drug Administration and Boards of Pharmacy.

We could face potential claims in connection with purported errors by our home delivery, specialty or compounding or clinic-based pharmacies or the provision of home infusion services, as well as claims related to the inherent risks in the packaging and distribution of pharmaceuticals and other health care products. Disruptions from any of our home delivery, specialty pharmacy or home infusion services could materially and adversely affect our results of operations, financial position and cash flows.

In addition, our pharmacy care services businesses provide services to sponsors of health benefit plans subject to ERISA. A private party or the DOL, which is the agency that enforces ERISA, could assert that fiduciary obligations imposed by the statute apply to some or all of the services provided by our pharmacy care services businesses even where those businesses are not contractually obligated to assume fiduciary obligations. If a court were to determine such fiduciary obligations apply, we could be subject to claims for breaches of fiduciary obligations or claims we entered into prohibited transactions.

If we fail to comply with applicable privacy, security, technology and data laws, regulations and standards, including with respect to third-party service providers utilizing protected personal information on our behalf, our business, reputation, results of operations, financial position and cash flows could be materially and adversely affected.

The collection, maintenance, protection, use, transmission, disclosure and disposal of protected personal information are regulated at the federal, state, international and industry levels and addressed in requirements of our customer contracts. Additionally, legislative and regulatory action in the United States at the federal, state and local levels, as well as internationally, is emerging in the areas of AI and automation. These laws, regulations and requirements are subject to frequent and often unpredictable change. Compliance with new privacy, security, technology and data laws, regulations and requirements may result in increased operating costs, and may constrain or require us to alter our business model or operations.

Internationally, many of the jurisdictions in which we operate have established their own data security and privacy legal framework with which we or our customers must comply. We expect there will continue to be new proposed laws, regulations and industry standards concerning privacy, data protection, information security, and AI/ML and automation in the European Union, UK, Chile, India and other jurisdictions, which may have negative impacts on our businesses or the businesses of our customers.

HIPAA requires business associates as well as covered entities to comply with specified privacy and security requirements. While we provide for appropriate protections through our contracts with our third-party service providers and in certain cases assess their security controls, we have limited oversight or control over their actions and practices. Several of our businesses act as business associates to their covered entity customers and, as a result, collect, use, disclose and maintain protected personal information in order to provide services to these customers. If HHS alleges or finds noncompliance by us with HIPAA privacy or security requirements, the allegations or findings could damage our reputation and subject us to monetary and other sanctions.

Through our Optum businesses, we maintain a database of administrative and clinical data statistically de-identified in accordance with HIPAA standards. Noncompliance or findings of noncompliance with applicable laws, regulations or requirements, or the occurrence of any privacy or security breach involving the misappropriation, loss or other unauthorized disclosure of protected personal information, whether by us or by one of our third-party service providers, could have an adverse effect on our reputation and business and, among other consequences, could subject us to mandatory disclosure to affected customers and the media, loss of existing or new customers, and significant increases in the cost of managing and remediating privacy or security incidents, and could also result in significant fines, penalties and litigation awards. Any of these consequences could have a material and adverse effect on our results of operations, financial position and cash flows.

We increasingly rely on new and evolving technologies, including those powered by or incorporating AI, as part of our internal operations and in the delivery of our products and services. AI technologies are subject to evolving and uncertain U.S. federal, state, and international laws and regulations. Emerging requirements may impose new compliance obligations, increase operating costs, or limit certain uses of AI.

Restrictions on our ability to obtain funds from our regulated subsidiaries could materially and adversely affect our ability to reinvest in our business, service our debt and return capital to our shareholders.

Because we operate as a holding company, we are dependent on dividends and administrative expense reimbursements from our subsidiaries to fund our obligations. Many of these subsidiaries are regulated by state departments of insurance or similar regulatory authorities. We are also required by law or regulation to maintain specific prescribed minimum amounts of capital in these subsidiaries. The levels of required capitalization depend primarily on the volume of premium revenues generated and medical costs incurred by the applicable subsidiary. In most states, we are required to seek approval by state regulatory authorities before we transfer money or pay dividends from our regulated subsidiaries exceeding specified amounts. An inability of our regulated subsidiaries to pay dividends to their parent companies in the desired amounts or at the time of our choosing could adversely affect our ability to reinvest in our business through capital expenditures or business acquisitions, as well as our ability to maintain our corporate quarterly dividend payment, repurchase shares of our common stock and repay our debt. If we are unable to obtain sufficient funds from our subsidiaries to fund our obligations, our results of operations, financial position and cash flows could be materially and adversely affected.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

Overview of Cybersecurity Program

UnitedHealth Group assesses its cybersecurity and data protection initiatives through the National Institute of Standards and Technology (NIST) Cybersecurity Framework. This framework provides guidelines for maintaining a mature and comprehensive cybersecurity program, outlining the essential components and responsibilities required to safeguard sensitive information.

Risk Assessment and Management Practices

The Company employs processes to assess, identify, and manage cybersecurity risks. These processes include conducting tabletop exercises to test and reinforce incident response controls, performing control gap analyses, executing penetration tests, and implementing data recovery testing. Internal and external security assessments, along with ongoing threat intelligence monitoring, are used to further strengthen the program. Employees participate in annual cybersecurity and data privacy training to enhance awareness and preparedness across the enterprise.

Incident Management and Response

The Company has established an incident management and response program that continuously monitors information systems for vulnerabilities, threats, and incidents. This program is designed to respond to and manage incidents as they arise, remediate vulnerabilities, and communicate significant threats or incidents to management, including the Chief Security Officer (CSO), the Chief Digital and Technology Officer (CDTO), and executive leadership. Under the incident response plan, incidents are reported to the Audit and Finance Committee and, when necessary, to appropriate government agencies, based on their impact, significance, and scope.

Third-Party Risk Management

We require third-party partners and contractors to handle data in accordance with the Company’s data privacy and cybersecurity requirements, as well as applicable laws. The Company maintains ongoing engagement with suppliers, partners, contractors, and service providers to identify and remediate vulnerabilities, and monitors system upgrades to mitigate future risks. Through our third-party risk management program, we evaluate whether third parties use effective controls and business continuity plans, and drive the remediation of any identified issues or risks.

Auditing, Certifications, and Continuous Improvement

We engage both internal and external advisors and auditors to review and audit our infrastructure and information systems to enhance the program’s design and operational effectiveness. The Company maintains various certifications from industry-recognized organizations. We conduct regular vulnerability assessments and penetration tests to improve system security and address emerging security threats. The internal audit team independently assesses cybersecurity controls against enterprise policies, using a combination of auditing and cybersecurity frameworks to evaluate the application of leading practices. Audit results and remediation progress are reported to, and monitored by, senior management and the Audit and Finance Committee. We also engage external cybersecurity and audit firms to provide an evaluation of the program’s maturity.

Enterprise Risk Assessment

As part of the overall enterprise cybersecurity risk management program, we complete regular enterprise information risk assessments. Overseen by the CSO, these assessments address unexpected or unforeseen changes in the risk environment by reviewing internal and external threats and evaluating changes to the cybersecurity risk landscape. The results of these assessments inform future investments and program enhancements and are communicated as part of the Company's broader enterprise risk management program.

Engagement with Third-Party Experts

In addition to in-house cybersecurity capabilities, the Company engages assessors, consultants, and other third parties to assist with a range of cybersecurity matters, including red team testing, auditing, and strategic advisory services.

Leadership and Governance

Management of UnitedHealth Group's cybersecurity risks is overseen by the CSO and CDTO. Our CSO brings more than 30 years of experience in security roles across private and public sectors, including law enforcement and leadership positions at major multinational corporations. Our CDTO has been with the Company for more than two decades, holding leadership roles in finance, operations and technology, and has previously served as chief information officer for UnitedHealthcare and several of our Optum businesses. Together, the CSO and CDTO co-chair UnitedHealth Group's Enterprise Security Council, which oversees the security team's work and includes the Chief Compliance Officer, the Chief Legal Officer, the Chief Audit Executive, the Chief Privacy Officer, and senior business executives.

Board Oversight

The Board of Directors has delegated to the Audit and Finance Committee primary responsibility for overseeing the Company's risk management and compliance programs related to cybersecurity, data protection, and privacy. The Audit and Finance Committee receives regular updates from the CSO and CDTO on critical cybersecurity risks, strategy, supplier risk, and business continuity. The Audit and Finance Committee has also engaged a leading cybersecurity incident and response firm to advise on and strengthen oversight of these matters.

As of December 31, 2025, the Company has not identified any risks from cybersecurity threats that have materially affected or are reasonably likely to materially affect the Company, including our business strategy, results of operations or financial condition, but there can be no assurance that any such risk will not materially affect the Company in the future. For further information about the cybersecurity risks we face, and potential impacts of such risks, see Part I, Item 1A, "Risk Factors."

ITEM 2. PROPERTIES

We own and lease real properties to support our business operations in the United States and other countries. Our reportable segments use these facilities for their respective business purposes, and we believe the current facilities are suitable for their respective uses and are adequate for our anticipated future needs.

ITEM 3. LEGAL PROCEEDINGS

The information required by this Item 3 is incorporated herein by reference to the information set forth under the captions "Legal Matters" and "Government Investigations, Audits and Reviews" in Note 12 of the Notes to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data"

ITEM 4. MINE SAFETY DISCLOSURES

Not Applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

MARKET AND HOLDERS

Our common stock is traded on the New York Stock Exchange (NYSE) under the symbol UNH. On February 20, 2026, there were 8,734 holders of record of our common stock.

DIVIDEND POLICY

In June 2025, our Board of Directors increased the Company's quarterly cash dividend to shareholders to an annual rate of $8.84 compared to $8.40 per share, which the Company had paid since June 2024. Declaration and payment of future quarterly dividends is at the discretion of the Board and may be adjusted as business needs or market conditions change.

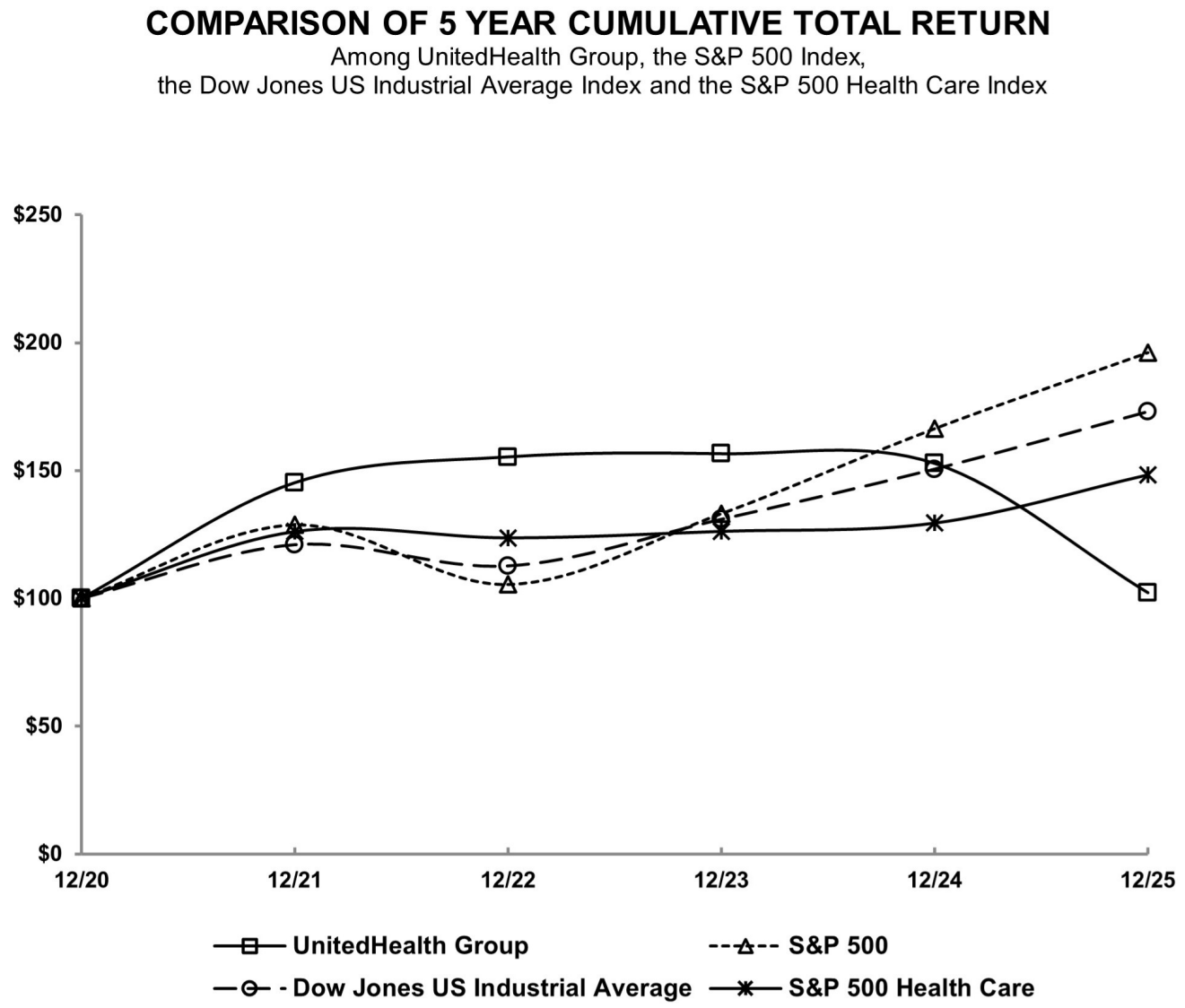
ISSUER PURCHASES OF EQUITY SECURITIES

In November 1997, our Board of Directors adopted a share repurchase program, which the Board of Directors evaluates periodically. In June 2024, the Board of Directors amended our share repurchase program as then in effect to authorize the repurchase of up to 35 million shares of our common stock in open market purchases or other types of transactions (including prepaid or structured repurchase programs), in addition to all remaining shares authorized to be repurchased under the Board's 2018 renewal of the program. There is no established expiration date for the program. The Board of Directors from time to time may further amend the share repurchase program in order to increase the authorized number of shares which may be repurchased under the program.

There were no repurchases of the Company's common stock during the three months ended December 31, 2025. As of December 31, 2025, the Company had 21 million shares remaining available under its share repurchase authorization.

PERFORMANCE GRAPH

The following performance graph compares the cumulative five-year total return to shareholders on our common stock relative to the cumulative total returns of the S&P 500 Health Care Index, the Dow Jones US Industrial Average Index and the S&P 500 Index for the five-year period ended December 31, 2025. The comparisons assume the investment of $100 on December 31, 2020 in our common stock and in each index, and the reinvestment of dividends when paid.



	12/20	12/21	12/22	12/23	12/24	12/25
UnitedHealth Group	$ 100.00	$ 145.21	$ 155.30	$ 156.54	$ 152.76	$ 102.18
S&P 500 Health Care Index	100.00	126.13	123.67	126.21	129.46	148.36
Dow Jones US Industrial Average	100.00	120.95	112.65	130.87	150.49	172.95
S&P 500 Index	100.00	128.71	105.40	133.10	166.40	196.16

The stock price performance included in this graph is not necessarily indicative of future stock price performance. The preceding stock performance graph shall not be deemed incorporated by reference by any general statement incorporating by reference this Annual Report on Form 10-K into any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that the Company specifically incorporates such information by reference, and shall not otherwise be deemed filed under such Acts.

ITEM 6. RESERVED

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read together with the accompanying Consolidated Financial Statements and Notes to the Consolidated Financial Statements thereto included in Part II Item 8, "Financial Statements and Supplementary Data." Readers are cautioned the statements, estimates, projections or outlook contained in this report, including discussions regarding financial prospects, economic conditions, trends and uncertainties contained in this Item 7, may constitute forward-looking statements within the meaning of the PSLRA. These forward-looking statements involve risks and uncertainties which may cause our actual results to differ materially from the expectations expressed or implied in the forward-looking statements. A description of some of the risks and uncertainties can be found further below in this Item 7 and in Part I, Item 1A, "Risk Factors."

Discussions of year-over-year comparisons between 2024 and 2023 are not included in this Form 10-K and can be found in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" of the Company's Form 10-K for the fiscal year ended December 31, 2024.

EXECUTIVE OVERVIEW

General

UnitedHealth Group is a health care and well-being company with a mission to help people live healthier lives and help make the health system work better for everyone. Our two distinct, yet complementary businesses — Optum and UnitedHealthcare — are working to help build a modern, high-performing health system through improved access, affordability, outcomes and experiences for the individuals and organizations we are privileged to serve.

We have four reportable segments across our two businesses:

- Optum Health;
- Optum Insight;
- Optum Rx; and
- UnitedHealthcare, which includes UnitedHealthcare Employer & Individual, UnitedHealthcare Medicare & Retirement and UnitedHealthcare Community & State.

Further information on our business and reportable segments is presented in Part I, Item 1, "Business" and in Note 15 of the Notes to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data."

2026 Business Realignment

On January 1, 2026, we realigned certain of our businesses to respond to changes in the markets we serve and the opportunities that are emerging as the health system evolves. Optum Financial, including Optum Bank, which was historically included in Optum Health, will now be included in Optum Insight. Our reportable segments will remain unchanged, with prior period segment financial information being recast to conform to the 2026 presentation, beginning with our Quarterly Report of Form 10-Q for the three months ended March 31, 2026 filed with the SEC.

Net Portfolio Divestitures, Restructuring and Other Actions and Direct Response Costs - Cyberattack

Net Portfolio Divestitures

In the fourth quarter of 2025, the Company took various actions as a result of a strategic review of the Company's assets and businesses to operationally advance and scale core businesses and initiatives, including the value-based care business at Optum Health. These actions primarily include losses on business exits and dispositions and other businesses held for sale and a gain on the deconsolidation of a business. As a result of the Company's portfolio actions, the Company recorded a net gain of $568 million, which included a net gain of $1.5 billion at Optum Rx, partially offset by losses of $821 million and $68 million at Optum Health and Optum Insight, respectively. Gains and losses on portfolio actions were recorded within operating costs on the Consolidated Statements of Operations.

Restructuring and Other Actions

Additionally, in the fourth quarter of 2025 the Company took restructuring and other actions that resulted in a total impact of $2.5 billion, which included real estate rationalization and workforce reductions of $746 million, contractual reassessments of $573 million, the establishment a loss contract reserve related to anticipated future losses in 2026 for certain value-based care businesses of $623 million, net valuation losses on equity securities of $329 million and the advance funding of the United Health Foundation of $250 million. The $2.5 billion impact of the restructuring and other actions was a reduction to premium revenue of $122 million and investment and other income of $397 million, and increased medical costs $623 million and operating costs $1.4 billion on the Consolidated Statements of Operations. The impacts by reportable segment were $153

million, $1.7 billion, $236 million and $389 million, for UnitedHealthcare, Optum Health, Optum Insight and Optum Rx, respectively.

The net impact on 2026 cash flows as a result of the restructuring actions taken in 2025 is not expected to be material, with accruals recorded in 2025 resulting in operating cash outflows, offset by investing cash inflows related sales of businesses that are held for sale.

Direct Response Costs – Cyberattack

To support care providers impacted by the Change Healthcare cyberattack that occurred on February 21, 2024, the Company provided interest-free loans. In the fourth quarter of 2025, the Company increased its reserves for net collection expectations associated with provider loans and other customer balances of $799 million, which were recorded within operating costs on the Consolidated Statements of Operations and related to Optum Insight.

Business Trends

Our businesses participate primarily in the United States health markets. In the United States, health care spending has grown consistently for many years and accounted for 19% of gross domestic product (GDP) in 2025. We expect overall spending on health care to continue to grow in the future, due to inflation, medical technology and pharmaceutical advancement, regulatory requirements, demographic trends in the population and national interest in health and well-being. The rate of market growth may be affected by a variety of factors, including macroeconomic conditions and regulatory changes, which could impact our results of operations, including our continued efforts to control health care costs.

Pricing Trends. To price our health care benefits, products and services, we start with our view of expected future costs, including medical care patterns, the mix and health status of people served, inflation and labor market dynamics. For 2025, our pricing trends and patient and member health status assumptions were well-short of the medical cost trends incurred, significantly impacting our earnings. We continually evaluate and adjust our approach in each of the local markets we serve, considering relevant factors, such as product positioning, price competitiveness and environmental, competitive, legislative and regulatory considerations, including minimum medical loss ratio (MLR) thresholds and similar revenue adjustments. We seek to balance growth and profitability across all these dimensions.

The commercial risk market remains highly competitive in the small group, large group and individual segments. We expect broad-based competition to continue as the industry adapts to individual and employer needs. Continued increased medical costs may impact both future pricing and benefit design, including for our individual exchange products in markets where we choose to remain, and may result in shifts between product categories for our employer benefits. These potential changes, along with certain regulatory impacts, may result in decreased membership in future periods.

Medicare Advantage funding continues to be pressured, as discussed below in “Regulatory Trends and Uncertainties” and we have observed increased care patterns as discussed below in “Medical Cost Trends”, which is contemplated in our 2026 benefit design approach. As a result of continued funding pressures, which have resulted in benefit and pricing actions, we expect that our Medicare Advantage membership will contract in 2026.

Optum Health’s fully accountable value-based care businesses have been impacted by Medicare funding reductions and have also seen continued medical cost trend pressures, which may impact future pricing in the markets we continue to participate in. As a result of increased pricing in response to anticipated care patterns in 2026 and decreased people served through UnitedHealthcare Medicare Advantage offerings, we expect the number of people served under value-based care arrangements to contract.

Due to elevated care activity in Medicaid, specifically related to behavioral, pharmacy and home health, there continues to be a timing mismatch between the health status of people served and state rate updates. The funding and payment rate environment remains insufficient to meet the health needs of patients and creates the risk of continued downward pressure on Medicaid margin percentages. We continue to take a prudent, market-sustainable posture for both new business and maintenance of existing relationships. We continue to advocate for actuarially sound rates commensurate with our medical cost trends and we remain dedicated to partnering with those states that are committed to the long-term viability of their programs. We expect Medicaid membership losses in 2026 as a result of reduced Medicaid eligibility and the exit from one state.

Medical Cost Trends. Our medical cost trends primarily relate to changes in unit costs, care activity and prescription drug costs. We have observed increased care patterns that are above what we expected and contemplated in our pricing and benefits design. We have also observed an increase in health care unit costs and in the intensity of services delivered, driven by increases in provider pricing and additional services bundled per visit. Additionally, the member profile of newly added patients under value-based care arrangements, additional people served by our Medicare Advantage plans in markets where other plans exited, and people served within our individual exchange business have contributed to increased medical costs. These trends may continue in future periods.

The Inflation Reduction Act (IRA) altered the Medicare Part D model and benefits, shifting more risk to plans, which results in both increased premiums and medical costs. The IRA also changed the quarterly relationship of medical costs to premiums, altering the seasonal progression and creating a more consistent relationship between medical costs and premiums throughout the year.

We endeavor to mitigate medical cost increases by engaging hospitals, physicians and consumers with information and helping them make clinically sound choices, with the objective of helping them achieve high-quality, affordable care. Additionally, we have elevated our audit, clinical policy and payment integrity tools to protect customers and patients from unnecessary costs.

Delivery System and Payment Modernization. The health care market continues to change based on demographic shifts, new regulations, political forces and both payer and patient expectations. Health plans and care providers are being called upon to work together to close gaps in care and improve overall care quality and patient experience, improve the health of populations and reduce costs. We are working to accelerate realization of these benefits through the innovation and integration of our care delivery models, including in-clinic, in-home, behavioral and virtual care, and by using our data, analytics and AI to provide clinicians with the information necessary to provide the best possible care in the most cost-efficient setting. We continue to see a greater number of people enrolled in fully accountable value-based plans that reward high-quality, affordable care and foster collaboration.

This trend is creating needs for health management services that can coordinate care around the primary care physician, including new primary care channels, and for investments in new clinical and administrative information and management systems, which we believe provide growth opportunities for our Optum business platform. A key focus of our future growth is to accelerate the transition from fee-for-service care delivery and payment models to fully accountable value-based care. This transition requires initial costs such as system enhancements, integrated care coordination technology, physician training and clinical engagement. Enhanced clinical engagement is a critical step to improving the experience and health outcomes of the people we serve and should result in lower costs to the overall health system over time.

Regulatory Trends and Uncertainties

Following is a summary of management's view of the trends and uncertainties related to regulatory matters. For additional information regarding regulatory trends and uncertainties, see Part I, Item 1 "Business - Government Regulation" and Item 1A, "Risk Factors."

Medicare Advantage Rates. Medicare Advantage rate notices for numerous years have resulted in industry base rates well below the industry forward medical cost trend. While the Final Notice for 2026 approached the expected industry forward medical cost trend, the Advanced Notice for 2027 is far below. Additionally, increased medical costs in 2025, which are expected to continue in future periods, have added to the compounding impact of the previous multi-year rate shortfalls creating sustained pressure on the Medicare Advantage program. Further, substantial revisions to the risk adjustment model, which serves to adjust rates to reflect a patient's health status and care resource needs, have resulted and will continue to result in reduced funding and potentially benefits for people, especially those with some of the greatest health and social challenges.

As a result of ongoing Medicare funding pressures, there are adjustments we can make to partially offset these rate pressures and reductions for a particular period. For example, we can seek to intensify our medical and operating cost management, make changes to the size and composition of our care provider networks, adjust member benefits and implement or increase the member premiums supplementing the monthly payments we receive from the government. Additionally, we decide annually on a county-by-county basis where we will offer Medicare Advantage plans.

SELECTED OPERATING PERFORMANCE ITEMS

The following summarizes select 2025 year-over-year operating comparisons to 2024 and other financial results.

- Consolidated revenues grew 12%, UnitedHealthcare revenues grew 16% and Optum revenues grew 7%.
- UnitedHealthcare served 415,000 more people domestically, driven by growth in fee-based commercial offerings and Medicare Advantage, partially offset by risk-based commercial offerings.
- Earnings from operations of $19.0 billion compared to $32.3 billion last year, impacted by elevated medical cost trend, restructuring and other actions, gains related to business portfolio refinement in 2024, partially offset by net portfolio divestitures in 2025 and decreased impacts related to the Change Healthcare cyberattack.
- Diluted earnings per common share was $13.23.
- Cash flows from operations were $19.7 billion.

RESULTS SUMMARY

The following table summarizes our consolidated results of operations and other financial information:

(in millions, except percentages and per share data)	For the Years Ended December 31, 2025	2024	2023	Change 2025 vs. 2024	
Revenues:					
Premiums	$ 352,229	$ 308,810	$ 290,827	$ 43,419	14%
Products	53,380	50,226	42,583	3,154	6
Services	38,038	36,040	34,123	1,998	6
Investment and other income	3,920	5,202	4,089	(1,282)	(25)
Total revenues	447,567	400,278	371,622	47,289	12
Operating costs:					
Medical costs	313,995	264,185	241,894	49,810	19
Operating costs	59,592	53,013	54,628	6,579	12
Cost of products sold	50,655	46,694	38,770	3,961	8
Depreciation and amortization	4,361	4,099	3,972	262	6
Total operating costs	428,603	367,991	339,264	60,612	16
Earnings from operations	18,964	32,287	32,358	(13,323)	(41)
Interest expense	(4,002)	(3,906)	(3,246)	(96)	2
Loss on sale of subsidiary and subsidiaries held for sale	(265)	(8,310)	—	8,045	(97)
Earnings before income taxes	14,697	20,071	29,112	(5,374)	(27)
Provision for income taxes	(1,890)	(4,829)	(5,968)	2,939	(61)
Net earnings	12,807	15,242	23,144	(2,435)	(16)
Earnings attributable to noncontrolling interests	(751)	(837)	(763)	86	(10)
Net earnings attributable to UnitedHealth Group common shareholders	$ 12,056	$ 14,405	$ 22,381	$ (2,349)	(16)%
Diluted earnings per share attributable to UnitedHealth Group common shareholders	$ 13.23	$ 15.51	$ 23.86	$ (2.28)	(15)%
Medical care ratio (a)	89.1 %	85.5 %	83.2 %	3.6 %	
Operating cost ratio	13.3	13.2	14.7	0.1	
Operating margin	4.2	8.1	8.7	(3.9)	
Tax rate	12.9	24.1	20.5	(11.2)	
Net earnings margin (b)	2.7	3.6	6.0	(0.9)	
Return on equity (c)	12.8 %	15.9 %	27.0 %	(3.1)%	

(a) Medical care ratio (MCR) is calculated as medical costs divided by premium revenue.

(b) Net earnings margin attributable to UnitedHealth Group common shareholders.

(c) Return on equity is calculated as net earnings attributable to UnitedHealth Group common shareholders divided by average shareholders' equity. Average shareholders' equity is calculated using the shareholders' equity balance at the end of the preceding year and the shareholders' equity balances at the end of each of the four quarters of the year presented.

2025 RESULTS OF OPERATIONS COMPARED TO 2024 RESULTS OF OPERATIONS

Consolidated Financial Results

Revenues

The increases in revenues were primarily driven by growth in people served through Medicare Advantage and those with higher acuity needs within Medicaid, growth at Optum Rx and pricing trends.

Medical Costs and MCR

Medical costs increased primarily due to the IRA-driven impacts on Medicare Part D plans, elevated medical cost trend and growth in people served through Medicare Advantage and those with higher acuity needs. The MCR increased as a result of the revenue effects of the Medicare funding reductions, elevated medical cost trend, the member profile of newly added patients under value-based care arrangements, the acceleration of anticipated future losses in 2026 related to certain Optum Health value-based care contracts, decreased favorable development, the impacts of the IRA on Medicare Part D and the impacts of market morbidity changes on our individual exchange offerings, partially offset by the incremental medical costs for accommodations made to care providers in 2024 as a result of the Change Healthcare cyberattack.

Operating Cost Ratio

The operating cost ratio increased due to gains related to business portfolio refinement in 2024; investments to support future growth and the impacts of restructuring and other actions; partially offset by the revenue impacts of government programs, including the IRA-driven impacts on Medicare Part D plans; operating cost management; net portfolio divestitures in 2025 and decreased impacts related to the Change Healthcare cyberattack.

Taxes

The effective income tax rate decreased due to tax benefits having significantly more impact due to lower pre-tax income in 2025, impacts of net portfolio divestitures, and due to non-deductible losses on the sale of subsidiary and subsidiaries held for sale in 2024. While the effective tax rate decreased due to the factors above, total domestic premium, payroll and other taxes incurred increased primarily due to increased premiums and wages. These taxes are recorded within operating costs on the Consolidated Statements of Operations.

Reportable Segments

See Note 15 of Notes to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data" for more information on our segments. We utilize various metrics to evaluate and manage our reportable segments, including individuals served by UnitedHealthcare by major market segment and funding arrangement, people served by Optum Health and adjusted scripts for Optum Rx. These metrics are the main drivers of revenue, earnings and cash flows at each business. The metrics also allow management and investors to evaluate and understand business mix, including the level and scope of services provided to people and pricing trends when comparing the metrics to revenue by segment.

The following table presents a summary of the reportable segment financial information:

	For the Years Ended December 31,			Change	
(in millions, except percentages)	**2025**	**2024**	**2023**	**2025 vs. 2024**	
Revenues					
UnitedHealthcare	$ 344,903	$ 298,208	$ 281,360	$ 46,695	16%
Optum Health	101,957	105,358	95,319	(3,401)	(3)
Optum Insight	19,417	18,757	18,932	660	4
Optum Rx	154,726	133,231	116,087	21,495	16
Optum eliminations	(5,480)	(4,389)	(3,703)	(1,091)	25
Optum	270,620	252,957	226,635	17,663	7
Eliminations	(167,956)	(150,887)	(136,373)	(17,069)	11
Consolidated revenues	$ 447,567	$ 400,278	$ 371,622	$ 47,289	12%
Earnings from operations					
UnitedHealthcare	$ 9,425	$ 15,584	$ 16,415	$ (6,159)	(40)%
Optum Health	(278)	7,770	6,560	(8,048)	(104)
Optum Insight	2,624	3,097	4,268	(473)	(15)
Optum Rx	7,193	5,836	5,115	1,357	23
Optum	9,539	16,703	15,943	(7,164)	(43)
Consolidated earnings from operations	$ 18,964	$ 32,287	$ 32,358	$ (13,323)	(41)%
Operating margin					
UnitedHealthcare	2.7 %	5.2 %	5.8 %	(2.5)%	
Optum Health	(0.3)	7.4	6.9	(7.7)	
Optum Insight	13.5	16.5	22.5	(3.0)	
Optum Rx	4.6	4.4	4.4	0.2	
Optum	3.5	6.6	7.0	(3.1)	
Consolidated operating margin	4.2 %	8.1 %	8.7 %	(3.9)%	

UnitedHealthcare

The following table summarizes UnitedHealthcare revenues by business:

(in millions, except percentages)	For the Years Ended December 31, 2025	2024	2023	Change 2025 vs. 2024	
UnitedHealthcare Employer & Individual - Domestic	$ 75,940	$ 74,489	$ 67,187	$ 1,451	2 %
UnitedHealthcare Employer & Individual - Global	3,288	3,667	9,307	(379)	(10)%
UnitedHealthcare Employer & Individual - Total	79,228	78,156	76,494	1,072	1 %
UnitedHealthcare Medicare & Retirement	171,285	139,482	129,862	31,803	23 %
UnitedHealthcare Community & State	94,390	80,570	75,004	13,820	17 %
Total UnitedHealthcare revenues	$ 344,903	$ 298,208	$ 281,360	$ 46,695	16 %

The following table summarizes the number of individuals served by our UnitedHealthcare businesses, by major market segment and funding arrangement:

(in thousands, except percentages)	December 31, 2025	2024	2023	Change 2025 vs. 2024	
Commercial:					
Risk-based	8,165	8,845	8,115	(680)	(8)%
Fee-based	21,485	20,885	19,200	600	3
Total commercial	29,650	29,730	27,315	(80)	—
Medicare Advantage	8,445	7,845	7,695	600	8
Medicaid	7,380	7,435	7,845	(55)	(1)
Medicare Supplement (Standardized)	4,285	4,335	4,355	(50)	(1)
Total Community and Senior	20,110	19,615	19,895	495	3
Total UnitedHealthcare - Medical	49,760	49,345	47,210	415	1
Supplemental Data:					
Medicare Part D stand-alone	2,770	3,050	3,315	(280)	(9)%
South American businesses held for sale	1,160	1,330	5,540	(170)	(13)%

UnitedHealthcare's revenues increased due to the IRA-driven impacts on Medicare Part D plans and growth in the number of people served through Medicare Advantage, fee-based commercial offerings, those with higher acuity needs and Medicaid rates, partially offset by a decrease in people served through risk-based commercial offerings and Medicaid offerings.

Earnings from operations decreased primarily due to the impacts of Medicare Advantage funding reductions, elevated medical cost trend, gains related to business portfolio refinement in 2024, the impacts of market morbidity changes on our individual exchange offerings, other write-offs and settlements, and restructuring and other actions, partially offset by the incremental medical costs for accommodations to support care providers in 2024 as a result of the Change Healthcare cyberattack.

Optum

Total revenues increased primarily due to growth at Optum Rx, partially offset by Optum Health. Earnings from operations decreased due to Optum Health and Optum Insight, partially offset by Optum Rx. The results by segment were as follows:

Optum Health

Revenues at Optum Health decreased primarily due to the conversion of risk-based contracts to fee-based, Medicare Advantage funding reductions and the profile of members served, partially offset by growth in patients served under value-based arrangements. Earnings from operations decreased due to Medicare Advantage funding reductions; elevated medical cost trends; the member profile of newly added patients under value-based care arrangements; the impacts of restructuring and other actions, including the establishment a loss contract reserve related to anticipated future losses in 2026 for certain value-based care businesses; gains on dispositions in 2024; impacts of net portfolio divestitures in 2025; and reduced investment income; partially offset by cost management initiatives and incremental medical costs for accommodations to support care providers in 2024 as a result of the Change Healthcare cyberattack. Optum Health served approximately 95 million people as of December 31, 2025 compared to 100 million people as of December 31, 2024.

Optum Insight

Revenues increased due to decreased impacts related to the Change Healthcare cyberattack and growth in technology services, partially offset by lower volumes within business services. Earnings from operations decreased due to gains related to business portfolio refinement in 2024, lower volumes within business services and the impacts of restructuring and other actions, partially offset by decreased impacts related to the Change Healthcare cyberattack.

Optum Rx

Revenues at Optum Rx increased due to higher script volumes from both new clients and growth in existing clients and growth in pharmacy services. Earnings from operations increased due to the impacts of net portfolio divestitures, including a gain recognized on the deconsolidation of a business, and the factors impacting revenue, partially offset by restructuring and other actions and decreased investment income. Optum Rx fulfilled 1,659 million and 1,623 million adjusted scripts in 2025 and 2024, respectively.

LIQUIDITY, FINANCIAL CONDITION AND CAPITAL RESOURCES

Liquidity

Introduction

We manage our liquidity and financial position in the context of our overall business strategy. We continually forecast and manage our cash, investments, working capital balances and capital structure to meet the short-term and long-term obligations of our businesses while seeking to maintain liquidity and financial flexibility. Cash flows generated from operating activities are principally derived from earnings before noncash expenses.

Our regulated subsidiaries generate significant cash flows from operations and are subject to, among other things, minimum levels of statutory capital, as defined by their respective jurisdictions, and restrictions on the timing and amount of dividends paid to their parent companies.

Our U.S. regulated subsidiaries received capital infusions, net of dividends, of $535 million and paid their parent companies dividends, net of capital infusions, of $9.2 billion in 2025 and 2024, respectively. See Note 10 of the Notes to the Consolidated Financial Statements included in Part II, Item 8, “Financial Statements and Supplementary Data” for further detail concerning our regulated subsidiary dividends.

Our nonregulated businesses also generate significant cash flows from operations available for general corporate use. Cash flows generated by these entities, combined with dividends from our regulated entities and financing through the issuance of long-term debt as well as issuance of commercial paper or the ability to draw under our committed credit facilities, further strengthen our operating and financial flexibility. We use these cash flows to expand our businesses through acquisitions, reinvest in our businesses through capital expenditures, repay debt and return capital to our shareholders through dividends and repurchases of our common stock.

Summary of our Major Sources and Uses of Cash and Cash Equivalents

(in millions)	For the Years Ended December 31, 2025	2024	2023	Change 2025 vs. 2024
Sources of cash:				
Cash provided by operating activities	$ 19,697	$ 24,204	$ 29,068	$ (4,507)
Issuances of long-term debt and short-term borrowings, net of repayments	726	14,660	4,280	(13,934)
Proceeds from common share issuances	827	1,846	1,353	(1,019)
Cash received for dispositions	561	2,041	685	(1,480)
Sales and maturities of investments, net of purchases	361	525	—	(164)
Repayments of care provider loans - cyberattack	1,680	4,514	—	(2,834)
Customer funds administered	366	—	—	366
Other	63	—	—	63
Total sources of cash	24,281	47,790	35,386	(23,509)
Uses of cash:				
Cash paid for acquisitions and other transactions, net of cash assumed	(4,509)	(13,408)	(10,136)	8,899
Common share repurchases	(5,545)	(9,000)	(8,000)	3,455
Cash dividends paid	(7,916)	(7,533)	(6,761)	(383)
Purchases of property, equipment and capitalized software	(3,622)	(3,499)	(3,386)	(123)
Purchases of investments, net of sales and maturities	—	—	(1,777)	—
Purchases of redeemable noncontrolling interests	(165)	(280)	(730)	115
Loans to care providers - cyberattack	—	(9,033)	—	9,033
Originations and purchases of loans, net of repayments and maturities	(2,815)	(1,569)	(1,051)	(1,246)
Customer funds administered	—	(1,560)	(521)	1,560
Other	(341)	(1,743)	(1,059)	1,402
Total uses of cash	(24,913)	(47,625)	(33,421)	22,712
Effect of exchange rate changes on cash and cash equivalents	40	(61)	97	101
Net (decrease) increase in cash and cash equivalents, including cash within businesses held for sale	$ (592)	$ 104	$ 2,062	$ (696)
Less: net increase in cash within businesses held for sale	(355)	(219)	—	(219)
Net (decrease) increase in cash and cash equivalents	$ (947)	$ (115)	$ 2,062	$ (915)

2025 Cash Flows Compared to 2024 Cash Flows

Decreased cash flows provided by operating activities were driven by decreased cash flows from net earnings, partially offset by changes in working capital accounts, the impact of the sale of receivables and the impacts of the Change Healthcare cyberattack in 2024. Other significant changes in sources or uses of cash year-over-year included the net impacts of loans to care providers in response to the Change Healthcare cyberattack, decreased cash paid for acquisitions and other transactions, decreased common share repurchases and increased customer funds administered, offset by decreased net issuances of short-term borrowings and long-term debt, decreased cash received from dispositions, increased net originations and purchases of loans and decreased proceeds from common stock issuances.

Financial Condition

As of December 31, 2025, our cash, cash equivalent, available-for-sale debt securities and marketable equity securities balances of $74.7 billion included $24.4 billion of cash and cash equivalents (of which approximately $1.1 billion was available for general corporate use), $48.2 billion of debt securities and $2.1 billion of marketable equity securities. Additionally, we had $9.7 billion of loan receivables as of December 31, 2025. Given the significant portion of our portfolio held in cash equivalents, we do not anticipate fluctuations in the aggregate fair value of our financial assets to have a material impact on our liquidity or capital position. Other sources of liquidity, primarily from operating cash flows and our commercial paper program, which is fully supported by our bank credit facilities, reduce the need to sell investments during adverse market conditions. See Note 4 of the Notes to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data" for further detail concerning our fair value measurements.

Our available-for-sale debt portfolio had a weighted-average duration of 4.1 years and a weighted-average credit rating of "Double A" as of December 31, 2025. When multiple credit ratings are available for an individual security, the average of the available ratings is used to determine the weighted-average credit rating.

Capital Resources and Uses of Liquidity

Cash Requirements. The Company's cash requirements within the next twelve months include medical costs payable, accounts payable and accrued liabilities, short-term borrowings and current maturities of long-term debt, other current liabilities, and purchase commitments and other obligations. We expect the cash required to meet these obligations to be primarily generated through cash flows from current operations; cash available for general corporate use; and the realization of current assets, such as accounts receivable.

Our long-term cash requirements under our various contractual obligations and commitments include:

- *Debt obligations.* See Note 8 of the Notes to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data" for further detail of our long-term debt and the timing of expected future payments. Interest coupon payments are typically paid semi-annually.
- *Operating leases.* See Note 12 of the Notes to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data" for further detail of our obligations and the timing of expected future payments.
- *Purchase and other obligations.* These include $8.1 billion, $2.5 billion of which is expected to be paid within the next twelve months, of fixed or minimum commitments under existing purchase obligations for goods and services, including agreements cancelable with the payment of an early termination penalty, and remaining capital commitments for venture capital funds and other funding commitments. These amounts exclude agreements cancelable without penalty and liabilities to the extent recorded in our Consolidated Balance Sheets as of December 31, 2025.
- *Put and Call Options.* See Note 12 of the Notes to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data" for further detail.
- *Other liabilities.* These include other long-term liabilities reflected in our Consolidated Balance Sheets as of December 31, 2025, including obligations associated with certain employee benefit programs, unrecognized tax benefits and various long-term liabilities, which have some inherent uncertainty in the timing of these payments.
- *Redeemable noncontrolling interests.* See Note 2 of the Notes to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data" for further detail. We do not have any material potential required redemptions in the next twelve months.

We expect the cash required to meet our long-term obligations to be primarily generated through future cash flows from operations. However, we also have the ability to generate cash to satisfy both our current and long-term requirements through the issuance of commercial paper, issuance of long-term debt, or drawing under our committed credit facilities or the ability to sell investments. We believe our capital resources are sufficient to meet future, short-term and long-term, liquidity needs.

Short-Term Borrowings. Our revolving bank credit facilities provide liquidity support for our commercial paper borrowing program, which facilitates the private placement of senior unsecured debt through independent broker-dealers, and are available for general corporate purposes. For more information on our commercial paper and bank credit facilities, see Note 8 of the Notes to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data."

As of December 31, 2025, we were in compliance with the various covenants under our bank credit facilities.

Long-Term Debt. Periodically, we access capital markets to issue long-term debt for general corporate purposes, such as to meet our working capital requirements, to refinance debt, to finance acquisitions or for share repurchases. For more information on our debt, see Note 8 of the Notes to the Consolidated Financial Statements included in Part II, Item 8 "Financial Statements and Supplementary Data."

Credit Ratings. Our credit ratings as of December 31, 2025 were as follows:

	Moody's		S&P Global		Fitch		A.M. Best	
	Ratings	Outlook	Ratings	Outlook	Ratings	Outlook	Ratings	Outlook
Senior unsecured debt	A2	Negative	A+	Negative	A	Negative	A-	Stable
Commercial paper	P-1	n/a	A-1	n/a	F1	n/a	AMB-1	n/a

The availability of financing in the form of debt or equity is influenced by many factors, including our profitability, operating cash flows, debt levels, credit ratings, debt covenants and other contractual restrictions, regulatory requirements and economic and market conditions. A significant downgrade in our credit ratings or adverse conditions in the capital markets may increase the cost of borrowing for us or limit our access to capital.

Regulatory Capital. As a result of an increased MCR impacting our regulated insurance and HMO subsidiaries, the specified levels of required statutory capital required to be maintained are expected to increase. We have entered into various agreements with reinsurers that could limit our risk of loss under certain circumstances, thus reducing our capital and surplus requirements. These agreements do not qualify for reinsurance accounting and are therefore accounted for under deposit accounting.

Share Repurchase Program. As of December 31, 2025, we had Board of Directors' authorization to purchase up to 21 million shares of our common stock. The Board of Directors from time to time may further amend the share repurchase program in order to increase the authorized number of shares which may be repurchased under the program. For more information on our share repurchase program, see Note 10 of the Notes to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data."

Dividends. In June 2025, our Board of Directors increased our quarterly cash dividend to shareholders to an annual rate of $8.84 compared to $8.40 per share. For more information on our dividend, see Note 10 of the Notes to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data."

We do not have other significant contractual obligations or commitments requiring cash resources. However, we continually evaluate opportunities to expand our operations, which include internal development of new products, programs and technology applications and may include acquisitions.

CRITICAL ACCOUNTING ESTIMATES

Critical accounting estimates are those estimates requiring management to make challenging, subjective or complex judgments, often because they must estimate the effects of matters inherently uncertain and may change in subsequent periods. Critical accounting estimates involve judgments and uncertainties which are sufficiently sensitive and may result in materially different results under different assumptions and conditions.

Medical Costs Payable

Medical costs and medical costs payable include estimates of our obligations for medical care services rendered on behalf of consumers, but for which claims have either not yet been received or processed. Depending on the health care professional and type of service, the typical billing lag for services can be up to 90 days from the date of service. Approximately 90% of claims related to medical care services are known and settled within 90 days from the date of service.

In each reporting period, our operating results include the effects of more completely developed medical costs payable estimates associated with previously reported periods. If the revised estimate of prior period medical costs is less than the previous estimate, we will decrease reported medical costs in the current period (favorable development). If the revised estimate of prior period medical costs is more than the previous estimate, we will increase reported medical costs in the current period (unfavorable development). Medical costs in 2025, 2024 and 2023 included favorable medical cost development related to prior years of $140 million, $700 million and $840 million, respectively.

In developing our medical costs payable estimates, we apply different estimation methods depending on the month for which incurred claims are being estimated. For example, for the most recent two months, we estimate claim costs incurred by applying observed medical cost trend factors to the average per member per month (PMPM) medical costs incurred in prior months for which more complete claim data is available, supplemented by a review of near-term completion factors.

Completion Factors. A completion factor is an actuarial estimate, based upon historical experience and analysis of current trends, of the percentage of incurred claims during a given period adjudicated by us at the date of estimation. Completion factors are the most significant factors we use in developing our medical costs payable estimates for periods prior to the most recent two months. Completion factors include judgments in relation to claim submissions such as the time from date of service to claim receipt, claim levels and processing cycles, as well as other factors. If actual claims submission rates from providers (which can be influenced by a number of factors, including provider mix and electronic versus manual submissions), actual care activity incurred (which can be influenced by pandemics or seasonal illnesses, such as influenza), or our claim processing patterns are different than estimated, our reserve estimates may be significantly impacted.

The following table illustrates the sensitivity of these factors and the estimated potential impact on our medical costs payable estimates for those periods as of December 31, 2025:

Completion Factors (Decrease) Increase in Factors	Increase (Decrease) In Medical Costs Payable
	(in millions)
(0.75)%	$ 1,163
(0.50)	774
(0.25)	386
0.25	(384)
0.50	(766)
0.75	(1,145)

Medical Cost Per Member Per Month Trend Factors. Medical cost PMPM trend factors are significant factors we use in developing our medical costs payable estimates for the most recent two months. Medical cost trend factors are developed through a comprehensive analysis of claims incurred in prior months, provider contracting and expected unit costs, benefit design and a review of a broad set of health care utilization indicators. These factors include but are not limited to pharmacy utilization trends, inpatient hospital authorization data and seasonal and other incidence data from the National Centers for Disease Control. We also consider macroeconomic variables such as GDP growth, employment and disposable income. A large number of factors can cause the medical cost trend to vary from our estimates, including: our ability and practices to manage medical and pharmaceutical costs; changes in level and mix of services utilized; mix of benefits offered, including the impact of co-pays and deductibles; changes in medical practices; and catastrophes, epidemics and pandemics.

The following table illustrates the sensitivity of these factors and the estimated potential impact on our medical costs payable estimates for the most recent two months as of December 31, 2025:

Medical Cost PMPM Quarterly Trend Increase (Decrease) in Factors	Increase (Decrease) In Medical Costs Payable
	(in millions)
3%	$ 1,503
2	1,002
1	501
(1)	(501)
(2)	(1,002)
(3)	(1,503)

The completion factors and medical cost PMPM trend factors analyses above include outcomes considered reasonably likely based on our historical experience estimating liabilities for incurred but not reported benefit claims.

Management believes the amount of medical costs payable is reasonable and adequate to cover our liability for unpaid claims as of December 31, 2025, but actual claim payments may differ from established estimates as discussed above. Assuming a hypothetical 1% difference between our December 31, 2025 estimates of medical costs payable and actual medical costs payable, 2025 net earnings would have increased or decreased by approximately $300 million.

For more detail related to our medical cost estimates, see Note 2 of the Notes to the Consolidated Financial Statements included in Part II, Item 8, “Financial Statements and Supplementary Data.”

Goodwill

We evaluate goodwill for impairment annually or more frequently when an event occurs or circumstances change indicating the carrying value may not be recoverable. When testing goodwill for impairment, we may first assess qualitative factors to determine if it is more likely than not the carrying value of a reporting unit exceeds its estimated fair value. During a qualitative analysis, we consider the impact of changes, if any, to the following factors: macroeconomic, industry and market factors; cost factors; changes in overall financial performance; and any other relevant events and uncertainties impacting a reporting unit. If our qualitative assessment indicates a goodwill impairment is more likely than not, we perform additional quantitative analyses. We may also elect to skip the qualitative testing and proceed directly to the quantitative testing. For reporting units where a quantitative analysis is performed, we perform a test measuring the fair values of the reporting units and comparing them to their carrying values, including goodwill. If the fair value is less than the carrying value of the reporting unit, an impairment is recognized for the difference, up to the carrying amount of goodwill.

We estimate the fair values of our reporting units using a discounted cash flow method which includes assumptions about a wide variety of internal and external factors. Significant assumptions used in the discounted cash flow method include financial projections of free cash flow, including revenue trends, medical costs trends, operating productivity, income taxes and capital levels; long-term growth rates for determining terminal value beyond the discretely forecasted periods; and discount rates. For each reporting unit, comparative market multiples are used to corroborate the results of our discounted cash flow test.

Financial projections and long-term growth rates used for our reporting units are consistent with, and use inputs from, our internal long-term business plan and strategies. Discount rates are determined for each reporting unit and include consideration of the implied risk inherent in their forecasts. Our most significant estimate in the discount rate determinations involves our adjustments to the peer company weighted average costs of capital reflecting reporting unit-specific factors. We have not made any adjustments to decrease a discount rate below the calculated peer company weighted average cost of capital for any reporting unit. Reporting unit-specific adjustments to discount rates are subjective and thus are difficult to measure with certainty. The passage of time and the availability of additional information regarding areas of uncertainty with respect to the reporting units' operations could cause these assumptions to change in the future. Additionally, as part of our quantitative impairment testing, we perform various sensitivity analyses on certain key assumptions, such as discount rates and cash flow projections to analyze the potential for a material impact. As of October 1, 2025, we completed our annual impairment tests for goodwill with all of our reporting units having fair values substantially in excess of their carrying values.

LEGAL MATTERS

A description of our legal proceedings is presented in Note 12 of Notes to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data."

CONCENTRATIONS OF CREDIT RISK

Investments in financial instruments such as marketable securities and accounts receivable may subject us to concentrations of credit risk. Our investments in marketable securities are managed under an investment policy authorized by the Audit & Finance Committee of the Board of Directors. The investment policy establishes defined limits on credit quality, security selection, and permissible asset classes to ensure a disciplined and risk-appropriate investment approach. Concentrations of credit risk with respect to accounts receivable are limited due to the large number of employer groups and other customers constituting our client base. As of December 31, 2025, there were no significant concentrations of credit risk.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our primary market risks are exposures to changes in interest rates impacting our investment income and interest expense and the fair value of certain of our fixed-rate investments, including our loan receivables, and debt.

As of December 31, 2025, we had $34 billion of financial assets on which the interest rates received vary with market interest rates, which may significantly impact our investment income. Also as of December 31, 2025, $27 billion of our financial liabilities, which include debt and deposit liabilities, were at interest rates which vary with market rates, either directly or through the use of related interest rate swap contracts.

The fair value of our fixed-rate investments and debt also varies with market interest rates. As of December 31, 2025, $48 billion of our investments were fixed-rate debt securities and $51 billion of our debt was non-swapped fixed-rate term debt. An increase in market interest rates decreases the market value of fixed-rate investments and fixed-rate debt. Conversely, a decrease in market interest rates increases the market value of fixed-rate investments and fixed-rate debt.

We manage exposure to market interest rates by diversifying investments across different fixed-income market sectors and debt across maturities, as well as by matching a portion of our floating-rate assets and liabilities, either directly or through the use of interest rate swap contracts. Unrealized gains and losses on investments in available-for-sale debt securities are reported in comprehensive income.

The following tables summarize the impact of hypothetical changes in market interest rates across the entire yield curve by 1% point or 2% points as of December 31, 2025 and 2024 on our investment income and interest expense per annum and the fair value of our investments and debt (in millions, except percentages):

	December 31, 2025			
Increase (Decrease) in Market Interest Rate	Investment Income Per Annum	Interest Expense Per Annum	Fair Value of Financial Assets	Fair Value of Financial Liabilities
2 %	$ 690	$ 547	$ (4,218)	$ (9,325)
1	345	273	(2,150)	(5,078)
(1)	(345)	(258)	2,172	6,127
(2)	(690)	(514)	4,334	13,588

	December 31, 2024			
Increase (Decrease) in Market Interest Rate	Investment Income Per Annum	Interest Expense Per Annum	Fair Value of Financial Assets	Fair Value of Financial Liabilities
2%	$ 666	$ 537	$ (4,151)	$ (8,866)
1	333	268	(2,182)	(4,828)
(1)	(333)	(252)	2,082	5,831
(2)	(666)	(503)	4,311	12,935

Note: The impact of hypothetical changes in interest rates may not reflect the full 100 or 200 basis point change on interest income and interest expense or on the fair value of financial assets and liabilities as the rates are assumed to not fall below zero.

As of December 31, 2025, we had $5.5 billion of investments in equity securities, primarily consisting of venture investments and employee savings plan related investments.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of UnitedHealth Group Incorporated and Subsidiaries:

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of UnitedHealth Group Incorporated and Subsidiaries (the "Company") as of December 31, 2025 and 2024, the related consolidated statements of operations, comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2025, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 2, 2026, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the Audit and Finance Committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Medical Care Services Incurred but not Reported (IBNR) - Refer to Notes 2 and 7 to the financial statements.

Critical Audit Matter Description

Medical costs payable includes estimates of the Company’s obligations for medical care services rendered on behalf of insured consumers, for which claims have either not yet been received or processed. The Company develops estimates for medical care services incurred but not reported (IBNR) using an actuarial model that requires management to exercise certain judgments in developing its estimates. Judgments made by management include medical cost per member per month trend factors and completion factors, which include assumptions over the time from date of service to claim receipt, the impact of actual care activity, and processing cycles.

We identified medical care services IBNR as a critical audit matter because it requires significant management assumptions in estimating the liability. This required complex auditor judgment, and an increased extent of effort, including the involvement of actuarial specialists in performing procedures to evaluate the reasonableness of management’s methods, assumptions, and judgments in developing estimates for medical care services IBNR.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to medical care services IBNR included the following, among others:

- We tested the effectiveness of controls over management's estimate of the IBNR for these services, including controls over the judgments in both the completion factors and the medical cost per member per month trend factors, as well as controls over the claims and membership data used in the estimation process.
- We tested the underlying claims and membership data and other information that served as the basis for the actuarial analysis, to test that the inputs to the actuarial estimate were complete and accurate.
- With the assistance of actuarial specialists, we evaluated the reasonableness of the actuarial methods and assumptions used by management to estimate IBNR for these services by:
  - Performing an overlay of the historical claims data used in management's current year model to the data used in prior periods to validate that there were no material changes to the claims data tested in prior periods.
  - Developing an independent estimate of the IBNR for these services and comparing our estimate to management's estimate.
  - Performing a retrospective review comparing management's prior year estimate of IBNR to claims processed in 2025 with dates of service in 2024 or prior.

/s/ DELOITTE & TOUCHE LLP

Minneapolis, Minnesota
March 2, 2026

We have served as the Company's auditor since 2002.

UnitedHealth Group

Consolidated Balance Sheets

(in millions, except per share data)	December 31, 2025	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	$ 24,365	$ 25,312
Short-term investments	3,756	3,801
Accounts receivable, net of allowances of $1,208 and $985	23,018	22,365
Other current receivables, net of allowances of $3,763 and $2,864	29,697	26,089
Prepaid expenses and other current assets	9,746	8,212
Total current assets	90,582	85,779
Long-term investments	54,251	52,354
Property, equipment and capitalized software, net of accumulated depreciation and amortization of $7,546 and $6,971	10,762	10,553
Goodwill	110,499	106,734
Other intangible assets, net of accumulated amortization of $7,472 and $8,350	20,474	23,268
Other assets	23,013	19,590
Total assets	$ 309,581	$ 298,278
Liabilities, redeemable noncontrolling interests and equity		
Current liabilities:		
Medical costs payable	$ 39,337	$ 34,224
Accounts payable and accrued liabilities	38,032	34,337
Short-term borrowings and current maturities of long-term debt	6,069	4,545
Unearned revenues	3,413	3,317
Other current liabilities	28,046	27,346
Total current liabilities	114,897	103,769
Long-term debt, less current maturities	72,320	72,359
Deferred income taxes	2,421	3,620
Other liabilities	18,245	15,939
Total liabilities	207,883	195,687
Commitments and contingencies (Note 12)		
Redeemable noncontrolling interests	1,608	4,323
Equity:		
Preferred stock, $0.001 par value - 10 shares authorized; no shares issued or outstanding	—	—
Common stock, $0.01 par value - 3,000 shares authorized; 906 and 915 issued and outstanding	9	9
Additional paid-in capital	559	—
Retained earnings	95,603	96,036
Accumulated other comprehensive loss	(2,061)	(3,387)
Nonredeemable noncontrolling interests	5,980	5,610
Total equity	100,090	98,268
Total liabilities, redeemable noncontrolling interests and equity	$ 309,581	$ 298,278

See Notes to the Consolidated Financial Statements

UnitedHealth Group

Consolidated Statements of Operations

(in millions, except per share data)	For the Years Ended December 31, 2025	2024	2023
Revenues:			
Premiums	$ 352,229	$ 308,810	$ 290,827
Products	53,380	50,226	42,583
Services	38,038	36,040	34,123
Investment and other income	3,920	5,202	4,089
Total revenues	447,567	400,278	371,622
Operating costs:			
Medical costs	313,995	264,185	241,894
Operating costs	59,592	53,013	54,628
Cost of products sold	50,655	46,694	38,770
Depreciation and amortization	4,361	4,099	3,972
Total operating costs	428,603	367,991	339,264
Earnings from operations	18,964	32,287	32,358
Interest expense	(4,002)	(3,906)	(3,246)
Loss on sale of subsidiary and subsidiaries held for sale	(265)	(8,310)	—
Earnings before income taxes	14,697	20,071	29,112
Provision for income taxes	(1,890)	(4,829)	(5,968)
Net earnings	12,807	15,242	23,144
Earnings attributable to noncontrolling interests	(751)	(837)	(763)
Net earnings attributable to UnitedHealth Group common shareholders	$ 12,056	$ 14,405	$ 22,381
Earnings per share attributable to UnitedHealth Group common shareholders:			
Basic	$ 13.28	$ 15.64	$ 24.12
Diluted	$ 13.23	$ 15.51	$ 23.86
Basic weighted-average number of common shares outstanding	908	921	928
Dilutive effect of common share equivalents	3	8	10
Diluted weighted-average number of common shares outstanding	911	929	938
Anti-dilutive shares excluded from the calculation of dilutive effect of common share equivalents	12	6	6

See Notes to the Consolidated Financial Statements

UnitedHealth Group

Consolidated Statements of Comprehensive Income

(in millions)	For the Years Ended December 31, 2025	2024	2023
Net earnings	$ 12,807	$ 15,242	$ 23,144
Other comprehensive income:			
Gross unrealized gains on investment securities during the period	1,553	29	1,139
Income tax effect	(364)	(7)	(263)
Total unrealized gains, net of tax	1,189	22	876
Gross reclassification adjustment for net realized gains included in net earnings	(53)	(369)	(90)
Income tax effect	12	92	21
Total reclassification adjustment, net of tax	(41)	(277)	(69)
Foreign currency translation gains (losses)	178	(319)	559
Reclassification adjustment for translation losses included in net earnings	—	4,214	—
Total foreign currency translation gains	178	3,895	559
Other comprehensive income	1,326	3,640	1,366
Comprehensive income	14,133	18,882	24,510
Comprehensive income attributable to noncontrolling interests	(751)	(837)	(763)
Comprehensive income attributable to UnitedHealth Group common shareholders	$ 13,382	$ 18,045	$ 23,747

See Notes to the Consolidated Financial Statements

UnitedHealth Group

Consolidated Statements of Changes in Equity

(in millions, except per share data)	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive (Loss) Income: Net Unrealized (Losses) Gains on Investments	Accumulated Other Comprehensive (Loss) Income: Foreign Currency Translation (Losses) Gains	Nonredeemable Noncontrolling Interests	Total Equity
Balance at January 1, 2023	934	$ 9	$ —	$ 86,156	$ (2,778)	$ (5,615)	$ 3,678	$ 81,450
Net earnings				22,381			575	22,956
Other comprehensive income					807	559		1,366
Issuances of common stock, and related tax effects	6	—	1,231					1,231
Share-based compensation			1,027					1,027
Common share repurchases	(16)	—	(2,057)	(6,002)				(8,059)
Cash dividends paid on common shares ($7.29 per share)				(6,761)				(6,761)
Redeemable noncontrolling interests fair value and other adjustments			(201)					(201)
Acquisition and other adjustments of nonredeemable noncontrolling interests							1,928	1,928
Distributions to nonredeemable noncontrolling interests							(516)	(516)
Balance at December 31, 2023	924	9	—	95,774	(1,971)	(5,056)	5,665	94,421
Net earnings				14,405			663	15,068
Other comprehensive (loss) income					(255)	3,895		3,640
Issuances of common stock, and related tax effects	8	—	1,485					1,485
Share-based compensation			963					963
Common share repurchases	(17)	—	(2,395)	(6,610)				(9,005)
Cash dividends paid on common shares ($8.18 per share)				(7,533)				(7,533)
Redeemable noncontrolling interests fair value and other adjustments			(53)					(53)
Acquisition and other adjustments of nonredeemable noncontrolling interests							26	26
Distributions to nonredeemable noncontrolling interests							(744)	(744)
Balance at December 31, 2024	915	9	—	96,036	(2,226)	(1,161)	5,610	98,268
Net earnings				12,056			677	12,733
Other comprehensive income					1,148	178		1,326
Issuances of common stock, and related tax effects	3	—	649					649
Share-based compensation			979					979
Common share repurchases	(12)	—	(952)	(4,573)				(5,525)
Cash dividends paid on common shares ($8.73 per share)				(7,916)				(7,916)
Redeemable noncontrolling interests fair value and other adjustments			(117)					(117)
Acquisition and other adjustments of nonredeemable noncontrolling interests							390	390
Distributions to nonredeemable noncontrolling interests							(697)	(697)
Balance at December 31, 2025	906	$ 9	$ 559	$ 95,603	$ (1,078)	$ (983)	$ 5,980	$ 100,090

See Notes to the Consolidated Financial Statements

UnitedHealth Group

Consolidated Statements of Cash Flows

(in millions)	For the Years Ended December 31, 2025	2024	2023
Operating activities			
Net earnings	$ 12,807	$ 15,242	$ 23,144
Noncash items:			
Depreciation and amortization	4,361	4,099	3,972
Deferred income taxes	(1,752)	(296)	(245)
Share-based compensation	971	1,018	1,059
Loss on sale of subsidiary and subsidiaries held for sale	265	8,310	—
Net gains on dispositions and other strategic transactions	(910)	(3,333)	(489)
Other, net	1,673	(28)	(16)
Net change in other operating items, net of effects from acquisitions and dispositions:			
Accounts receivable	(764)	(1,437)	(3,114)
Other assets	(4,606)	(4,140)	(2,444)
Medical costs payable	5,824	2,503	3,482
Accounts payable and other liabilities	1,665	2,463	3,516
Unearned revenues	163	(197)	203
Cash flows from operating activities	19,697	24,204	29,068
Investing activities			
Purchases of investments	(17,373)	(27,308)	(18,314)
Sales of investments	9,288	18,514	7,307
Maturities of investments	8,446	9,319	9,230
Cash paid for acquisitions and other transactions, net of cash assumed	(4,509)	(13,408)	(10,136)
Purchases of property, equipment and capitalized software	(3,622)	(3,499)	(3,386)
Loans to care providers - cyberattack	—	(9,033)	—
Repayments of care provider loans - cyberattack	1,680	4,514	—
Cash received from dispositions and other strategic transactions, net	561	2,041	685
Originations and purchases of loans	(4,795)	(2,477)	(1,664)
Repayments and maturities of loans	1,980	908	613
Other, net	(341)	(98)	91
Cash flows used for investing activities	(8,685)	(20,527)	(15,574)
Financing activities			
Common share repurchases	(5,545)	(9,000)	(8,000)
Cash dividends paid	(7,916)	(7,533)	(6,761)
Proceeds from common stock issuances	827	1,846	1,353
Repayments of long-term debt	(3,050)	(3,000)	(2,125)
Proceeds from (repayments of) short-term borrowings, net	807	(151)	11
Proceeds from issuance of long-term debt	2,969	17,811	6,394
Customer funds administered	366	(1,560)	(521)
Purchases of redeemable noncontrolling interests	(165)	(280)	(730)
Other, net	63	(1,645)	(1,150)
Cash flows used for financing activities	(11,644)	(3,512)	(11,529)
Effect of exchange rate changes on cash and cash equivalents	40	(61)	97
(Decrease) increase in cash and cash equivalents, including cash within businesses held for sale	(592)	104	2,062
Less: net increase in cash within businesses held for sale	(355)	(219)	—
Net (decrease) increase in cash and cash equivalents	(947)	(115)	2,062
Cash and cash equivalents, beginning of period	25,312	25,427	23,365
Cash and cash equivalents, end of period	$ 24,365	$ 25,312	$ 25,427
Supplemental cash flow disclosures			
Cash paid for interest	$ 4,030	$ 3,594	$ 3,035
Cash paid for income taxes	3,714	4,620	6,078

See Notes to the Consolidated Financial Statements

UnitedHealth Group

Notes to the Consolidated Financial Statements

1. Description of Business

UnitedHealth Group Incorporated (individually and together with its subsidiaries, "UnitedHealth Group" and "the Company") is a health care and well-being company with a mission to help people live healthier lives and help make the health system work better for everyone. The Company's two distinct, yet complementary businesses — Optum and UnitedHealthcare — are working to help build a modern, high-performing health system through improved access, affordability, outcomes and experiences for the individuals and organizations the Company is privileged to serve.

2. Basis of Presentation, Use of Estimates and Significant Accounting Policies

Basis of Presentation

The Company has prepared the Consolidated Financial Statements according to U.S. Generally Accepted Accounting Principles (GAAP) and has included the accounts of UnitedHealth Group and its subsidiaries, including variable interest entities. All significant intercompany accounts and transactions have been eliminated.

Use of Estimates

These Consolidated Financial Statements include certain amounts based on the Company's best estimates and judgments. The Company's most significant estimates relate to estimates and judgments for medical costs payable and goodwill. Certain of these estimates require the application of complex assumptions and judgments, often because they involve matters inherently uncertain and will likely change in subsequent periods. The impact of any change in estimates is included in earnings in the period in which the estimate is adjusted.

Net Portfolio Divestitures, Restructuring and Other Actions and Direct Response Costs - Cyberattack

Net Portfolio Divestitures

In the fourth quarter of 2025, the Company took various actions as a result of a strategic review of the Company's assets and businesses to operationally advance and scale core businesses and initiatives, including the value-based care business at Optum Health. These actions primarily include losses on business exits and dispositions and other businesses held for sale and a gain on the deconsolidation of a business. As a result of the Company's portfolio actions, the Company recorded a net gain of $568 million, which included a net gain of $1.5 billion at Optum Rx, partially offset by losses of $821 million and $68 million at Optum Health and Optum Insight, respectively. Gains and losses on portfolio actions were recorded within operating costs on the Consolidated Statements of Operations.

Restructuring and Other Actions

Additionally, in the fourth quarter of 2025 the Company took restructuring and other actions that resulted in a total impact of $2.5 billion, which included real estate rationalization and workforce reductions of $746 million, contractual reassessments of $573 million, the establishment a loss contract reserve related to anticipated future losses in 2026 for certain value-based care businesses of $623 million, net valuation losses on equity securities of $329 million and the advance funding of the United Health Foundation of $250 million. The $2.5 billion impact of the restructuring and other actions was a reduction to premium revenue of $122 million and investment and other income of $397 million, and increased medical costs $623 million and operating costs $1.4 billion on the Consolidated Statements of Operations. The impacts by reportable segment were $153 million, $1.7 billion, $236 million and $389 million, for UnitedHealthcare, Optum Health, Optum Insight and Optum Rx, respectively.

Direct Response Costs – Cyberattack

To support care providers impacted by the Change Healthcare cyberattack that occurred on February 21, 2024, the Company provided interest-free loans. In the fourth quarter of 2025, the Company increased its reserves for net collection expectations associated with provider loans and other customer balances of $799 million, which are primarily within other assets on the Consolidated Balance Sheets and were recorded within operating costs within the Consolidated Statements of Operations. These amounts are included within Optum Insight's results.

Revenues

Premiums

Premium revenues are primarily derived from risk-based arrangements in which the premium is typically at a fixed rate per individual served for a one-year period, and the Company assumes the economic risk of funding its customers' health care and related administrative costs.

Premium revenues are recognized in the period in which eligible individuals are entitled to receive health care benefits. Health care premium payments received from the Company's customers in advance of the service period are recorded as unearned revenues. Fully insured commercial products of U.S. health plans, Medicare Advantage and Medicare Prescription Drug Benefit (Medicare Part D) plans with medical loss ratios (MLRs) as calculated under the definitions in the Patient Protection and Affordable Care Act (ACA) and related federal and state regulations and implementing regulation, falling below certain targets are required to rebate ratable portions of their premiums annually. Commercial premiums within the Company's individual and small group markets are also subject to the ACA risk adjustment program. Medicare Advantage premium revenue includes the impact of the Centers for Medicare & Medicaid Services (CMS) quality bonuses based on plans' Star rating. Certain of the Company's Medicaid business is also subject to state minimum MLR rebates.

Premium revenues are recognized based on the estimated premiums earned, net of projected rebates, because the Company is able to reasonably estimate the ultimate premiums of these contracts. The Company also records premium revenues for certain value-based care arrangements at its Optum Health care delivery businesses. Under these arrangements, the Company enters into agreements with health plans to stand ready to deliver, integrate, direct and control certain health care services for patients. In exchange, the Company receives a premium that is typically paid on a per-patient per-month basis. The Company considers these value-based care arrangements to represent a single performance obligation where premium revenues are recognized in the period in which health care services are made available.

The Company's Medicare Advantage and Medicare Part D premium revenues are subject to periodic and retroactive adjustments based upon the CMS risk adjustment methodology, which apportions premiums paid to all health plans according to health severity and certain demographic factors. The CMS risk adjustment model provides higher per member payments for enrollees diagnosed with certain conditions and lower payments for enrollees who are healthier. CMS updates the model annually and changes to risk weights, or the condition coefficient, by specific diagnoses can impact premium revenue for a member between years. Under this risk adjustment methodology, CMS calculates the risk adjusted premium payment using diagnosis and encounter data from hospital inpatient, hospital outpatient and physician treatment settings. The Company and health care providers collect, capture and submit the necessary and available data to CMS within prescribed deadlines. The Company estimates risk adjustment premium revenues based upon the data submitted and expected to be submitted to CMS. Risk adjustment data for the Company's plans are subject to review by the government, including audit by regulators. See Note 12 for additional information regarding these audits.

Products and Services

For the Company's Optum Rx pharmacy care services business, the majority of revenues are derived from products sold through a contracted network of retail pharmacies or home delivery, specialty and community health pharmacies. Product revenues include the cost of pharmaceuticals (net of rebates), a negotiated dispensing fee and customer co-payments. Pharmacy products are billed to customers based on the number of transactions occurring during the billing period. Product revenues are recognized when the prescriptions are dispensed. The Company has entered into contracts in which it is primarily obligated to pay its network pharmacy providers for benefits provided to their customers regardless of whether the Company is paid. The Company is also involved in establishing the prices charged by retail pharmacies, determining which drugs will be included in formulary listings and selecting which retail pharmacies will be included in the network offered to plan sponsors' members and accordingly, product revenues are reported on a gross basis.

Services revenue includes a number of services and products sold through Optum. Optum Health's service revenues include net patient service revenues recorded based upon established billing rates, less allowances for contractual adjustments, and are recognized as services are provided. For its financial services offerings, Optum Health charges fees and earns investment income on managed funds. Optum Insight provides software and information products, advisory consulting arrangements and managed services outsourcing contracts, which may be delivered over several years. Optum Insight revenues are generally recognized over time and measured for each period based on the progress to date as services are performed or made available to customers. Optum Rx provides administrative services, including claims processing, formulary design and management, and clinical services, which are recognized as services revenue as the services are provided.

Services revenue also consists of fees derived from services performed for customers who self-insure the health care costs of their employees and employees' dependents. Under service fee contracts, the Company receives a monthly fixed fee per employee, which is recognized as revenue as the Company performs, or makes available, the applicable services to the customer. The customers retain the risk of financing health care costs for their employees and employees' dependents, and the

Company administers the payment of customer funds to physicians and other health care professionals from customer-funded bank accounts. As the Company has neither the obligation for funding the health care costs, nor the primary responsibility for providing the medical care, the Company does not recognize premium revenue and medical costs for these contracts in its Consolidated Financial Statements. For these fee-based customer arrangements, the Company provides coordination and facilitation of medical services; transaction processing; customer, consumer and care professional services; and access to contracted networks of physicians, hospitals and other health care professionals. These services are performed throughout the contract period.

As of December 31, 2025 and 2024, accounts receivables related to products and services were $9.7 billion and $9.9 billion, respectively. In 2025 and 2024, the Company had no material bad-debt expense arising from contracts with customers and there were no material contract assets, contract liabilities or deferred contract costs recorded on the Consolidated Balance Sheets as of December 31, 2025 or 2024. For the years ended December 31, 2025, 2024 and 2023, revenue recognized from performance obligations related to prior periods (for example, due to changes in transaction price) was not material.

As of December 31, 2025, revenue expected to be recognized in any future year related to remaining performance obligations, excluding revenue pertaining to contracts having an original expected duration of one year or less, contracts where revenue is recognized as invoiced and contracts with variable consideration related to undelivered performance obligations, was $11.7 billion, of which more than half is expected to be recognized in the next three years.

See Note 15 for disaggregation of revenue by segment and type.

Medical Costs and Medical Costs Payable

The Company's estimate of medical costs payable represents management's best estimate of its liability for unpaid medical costs as of December 31, 2025.

Each period, the Company re-examines previously established medical costs payable estimates based on actual claim submissions and other changes in facts and circumstances. As more complete claim information becomes available, the Company adjusts the amount of the estimates and includes the changes in estimates in medical costs in the period in which the change is identified. Approximately 90% of claims related to medical care services are known and settled within 90 days from the date of service and substantially all within twelve months.

Medical costs and medical costs payable include estimates of the Company's obligations for medical care services rendered on behalf of consumers, but for which claims have either not yet been received, processed, or paid. The Company develops estimates for medical care services incurred but not reported (IBNR), which includes estimates for claims which have not been received or fully processed, using an actuarial process consistently applied, centrally controlled and automated. The actuarial models consider factors such as time from date of service to claim processing, seasonal variances in medical care consumption, health care professional contract rate changes, care activity and other medical cost trends, membership volume and demographics, the introduction of new technologies, benefit plan changes and business mix changes related to products, customers and geography.

In developing its medical costs payable estimates, the Company applies different estimation methods depending on which incurred claims are being estimated. For the most recent two months, the Company estimates claim costs incurred by applying observed medical cost trend factors to the average per member per month medical costs incurred in prior months for which more complete claim data are available, supplemented by a review of near-term completion factors (actuarial estimates, based upon historical experience and analysis of current trends, of the percentage of incurred claims during a given period adjudicated by the Company at the date of estimation). For months prior to the most recent two months, the Company applies the completion factors to actual claims adjudicated-to-date to estimate the expected amount of ultimate incurred claims for those months.

The Company establishes premium deficiency reserves on its health benefits business and loss contract reserves on its Optum Health value-based care businesses when it is probable that expected future costs, claim adjustment expenses, and maintenance costs will exceed related future premiums, including expected investment income. For purposes of establishing premium deficiency reserves, contracts are grouped in a manner consistent with the method of acquiring, servicing, and measuring their profitability. For loss contract reserves, contracts are grouped in a manner consistent with the method of establishing premium rates. Reserves recognized in the current period will be released in subsequent periods as actual costs are incurred.

Cost of Products Sold

The Company's cost of products sold includes the cost of pharmaceuticals dispensed to unaffiliated customers either directly at its home delivery, specialty and community pharmacy locations, or indirectly through its nationwide network of participating pharmacies. Rebates attributable to unaffiliated clients are accrued as rebates receivable and a reduction of cost of products sold, with a corresponding payable for the amounts of the rebates to be remitted to those unaffiliated clients in accordance with their contracts and recorded in the Consolidated Statements of Operations as a reduction of product revenue. Cost of products sold also includes the cost of personnel to support the Company's transaction processing services, system sales, maintenance and professional services.

Cash, Cash Equivalents and Investments

Cash and cash equivalents consist of cash and highly liquid investments with an original maturity of three months or less. The fair value of cash and cash equivalents approximates their carrying value because of the short maturity of the instruments. Investments with maturities of less than one year are classified as short-term. Because of regulatory requirements, certain investments are included in long-term investments regardless of their maturity date. The Company classifies these investments as held-to-maturity and reports them at amortized cost. Substantially all other investments are classified as available-for-sale and reported at fair value based on quoted market prices, where available. Equity investments are measured at fair value, with certain exceptions where the Company has elected to measure investments with unobservable inputs at cost, subject to fair value adjustments upon an impairment or a transaction of the same or similar security. Changes in fair value of equity investments are recognized in net earnings.

The Company excludes unrealized gains and losses on available-for-sale debt securities from net earnings and reports them as comprehensive income and, net of income tax effects, as a separate component of equity. To calculate realized gains and losses on the sale of debt securities, the Company specifically identifies the cost of each investment sold.

The Company evaluates an available-for-sale debt security for credit-related impairment by considering the present value of expected cash flows relative to a security's amortized cost, the extent to which fair value is less than amortized cost, the financial condition and near-term prospects of the issuer and specific events or circumstances which may influence the operations of the issuer. Credit-related impairments are recorded as an allowance, with an offset to investment and other income. Non-credit related impairments are recorded through other comprehensive income. If the Company intends to sell an impaired security, or will likely be required to sell a security before recovery of the entire amortized cost, the entire impairment is included in net earnings.

New information and the passage of time can change these judgments. The Company manages its investment portfolio to limit its exposure to any one issuer or market sector, and largely limits its investments to investment grade quality.

Other Current Receivables

Other current receivables include amounts due from pharmaceutical manufacturers for rebates and Medicare Part D drug discounts, loans to care providers in response to the Change Healthcare cyberattack, accrued interest and other miscellaneous amounts due to the Company.

The Company's pharmacy care services businesses contract with pharmaceutical manufacturers, some of which provide rebates based on use of the manufacturers' products by its affiliated and unaffiliated clients. The Company accrues rebates as they are earned by its clients on a monthly basis based on the terms of the applicable contracts, historical data and current estimates. The pharmacy care services businesses bill these rebates to the manufacturers on a monthly or quarterly basis depending on the contractual terms and record rebates attributable to affiliated clients as a reduction to medical costs. The Company generally receives rebates two to five months after billing. As of December 31, 2025 and 2024, total pharmaceutical manufacturer rebates receivable included in other receivables in the Consolidated Balance Sheets amounted to $13.6 billion and $12.5 billion, respectively.

Receivables Financing Facility

In 2025, the Company entered into a $3.3 billion 364-day uncommitted receivables financing facility under which certain receivables may be sold to financial institutions. The sales of the receivables under the facility are recorded as a reduction to other current receivables on the Consolidated Balance Sheets and classified as an operating cash flow on the Consolidated Statement of Cash Flows. The Company continues to provide collection services related to the transferred receivables. Amounts received but not remitted to financial institutions are recorded as a liability within accounts payable and accrued liabilities on the Consolidated Balance Sheets and classified as a financing cash flow on the Consolidated Statement of Cash Flows. For the year ended December 31, 2025, the Company sold $3.0 billion of receivables under the receivables funding facility, and the loss on discounted receivables was immaterial. As of December 31, 2025, the Company collected $2.0 billion, of which $1.0 billion has not been remitted to financial institutions.

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets included pharmaceutical drug and supplies inventory of $3.3 billion and $3.8 billion as of December 31, 2025 and 2024, respectively.

Property, Equipment and Capitalized Software

Property, equipment and capitalized software are stated at cost, net of accumulated depreciation and amortization. Capitalized software consists of certain costs incurred in the development of internal-use software, including external direct costs of materials and services and applicable payroll costs of employees devoted to specific software development.

The Company calculates depreciation and amortization using the straight-line method over the estimated useful lives of the assets. The useful lives for property, equipment and capitalized software are:

Furniture, fixtures and equipment	3 to 10 years
Buildings	35 to 40 years
Capitalized software	3 to 5 years

Leasehold improvements are depreciated over the shorter of the remaining lease term or their estimated useful economic life.

Loan Receivables

The majority of the Company's loan receivables, which are primarily held by Optum Bank, are recorded at the outstanding principal balance, net of an allowance for credit losses and are classified as current or long-term based upon contractual maturities, with the remaining loan receivables held at fair value under the fair value option. The current and long-term portions of loans receivable are included within prepaid expenses and other current assets and other assets on the Consolidated Balance Sheets, respectively. Interest income on current loans is recognized on an accrual basis at the applicable interest rate on the principal amount outstanding and recognized on a nonaccrual basis when the loan is past due 90 days or more, or where reasonable doubt exists as to the collection of principal or interest.

The allowance for credit losses is determined based upon the probability of default and the severity of loss if a default occurs. The probability of default is based upon macroeconomic conditions as well as individual loan characteristics and credit quality indicators, such as loan-to-value, debt service coverage, underlying collateral and credit score. The severity of loss is driven by the type of collateral and its liquidity, including costs associated with liquidation. The Company regularly reviews and updates the credit quality indicators of each loan. Loans are considered impaired and written off against the allowance when it is probable that all amounts due will not be collected. As of December 31, 2025 and 2024, amounts past due over 30 days and loans with low credit quality indicators were immaterial.

The Company's loan portfolio consists of commercial, consumer and syndicated bank loans. Commercial mortgage loans are primarily fixed rate loans, collateralized by high-quality commercial real estate and diversified by property type, location and borrower. Consumer loans are primarily fixed rate loans. Syndicated bank loans are primarily variable rate loans where the Company lends through syndicates that provide financing to a variety of borrowers. A summary of loans outstanding by major category is as follows:

(in millions)	**December 31, 2025**	**December 31, 2024**
Commercial	$ 6,095	$ 4,908
Consumer	2,053	990
Syndicated	1,689	1,367
Less: allowance for credit losses	(95)	(96)
Total loans receivable, net	$ 9,742	$ 7,169

Operating Leases

The Company leases facilities and equipment under long-term operating leases which are non-cancelable and expire on various dates. At the lease commencement date, lease right-of-use (ROU) assets and lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term, which includes all fixed obligations arising from the lease contract. If an interest rate is not implicit in a lease, the Company utilizes its incremental borrowing rate for a period closely matching the lease term.

The Company's ROU assets are included in other assets, and lease liabilities are included in other current liabilities and other liabilities in the Company's Consolidated Balance Sheets.

Goodwill

To determine whether goodwill is impaired, annually or more frequently if needed, the Company performs impairment tests. The Company may first assess qualitative factors to determine if it is more likely than not the carrying value of a reporting unit exceeds its estimated fair value. If our qualitative assessment indicates a goodwill impairment is more likely than not, we perform additional quantitative analyses. The Company may also elect to skip the qualitative testing and proceed directly to the quantitative testing. When performing quantitative testing, the Company first estimates the fair values of its reporting units using discounted cash flows. To determine fair values, the Company must make assumptions about a wide variety of internal and external factors. Significant assumptions used in the impairment analysis include financial projections of free cash flow (including significant assumptions about operations, capital levels and income taxes), long-term growth rates for determining terminal value, and discount rates. Comparative market multiples are used to corroborate the results of the discounted cash flow test. If the fair value is less than the carrying value of the reporting unit, an impairment is recognized for the difference, up to the carrying amount of goodwill.

There was no impairment of goodwill during the years ended December 31, 2025, 2024 and 2023.

Intangible Assets

The Company's finite-lived intangible assets are subject to impairment tests when events or circumstances indicate an intangible asset (or asset group) may be impaired. The Company's indefinite-lived intangible assets are also tested for impairment annually. There were no significant impairments of intangible assets during the years ended December 31, 2025, 2024 and 2023.

Other Current Liabilities

Other current liabilities include health savings account deposits, accruals for premium rebates payable, the current portion of future policy benefits and customer balances.

Deposits

The Company, through Optum Bank, holds various deposits, primarily Health Savings Accounts (HSAs) and brokered certificates of deposit (CDs). HSAs have no defined maturities and the carrying value is the amount payable on demand on the reporting date, which approximates fair value and is included within other current liabilities on the Consolidated Balance Sheets. CDs have a stipulated maturity and fixed interest rates. As of December 31, 2025, the majority of the CDs had maturities of less than two years. The current and long-term portions of CDs are included within other current liabilities and other liabilities on the Consolidated Balance Sheets, respectively. As of December 31, 2025 and 2024, the Company had $13.9 billion and $13.7 billion of HSAs, respectively, and $1.6 billion and $1.1 billion of CDs, respectively.

Policy Acquisition Costs

The Company's short duration health insurance contracts typically have a one-year term and may be canceled by the customer with at least 30 days' notice. Costs related to the acquisition and renewal of short duration customer contracts are primarily charged to expense as incurred.

Variable Interest Entities

The Company holds interests in various variable interest entities ("VIEs"), including certain physician practices that require an individual physician to legally own the equity interests as required by certain state laws and regulations. The determination of whether the Company is the primary beneficiary in a VIE, and therefore required to consolidate the VIE, is based on whether the Company has the power to direct the activities that most significantly impact the economic performance of the VIE and if the Company has the obligation to absorb losses or the right to receive benefits of the VIE that could potentially be significant to the VIE.

The Company has entered into exclusive management agreements with certain care delivery practices, under which the Company provides non-clinical management services, including operational support, marketing, technology, infrastructure, sourcing and procurement, and other services. The Company concluded its interests in these care delivery practices are variable interests based upon the management agreements and additional support needed in order to fund the operations of the care delivery practices. While all clinical decisions, including but not limited to diagnosis, treatment, and prescribing, are controlled or made by practicing physicians or other licensed professionals consistent with state laws, the Company's management activities are significant to the economic performance of the practices, and the Company has an obligation to absorb losses and the right to receive the benefits of the results of the care delivery practices. Therefore, the Company is determined to be the primary beneficiary and consolidates these care delivery practices.

Redeemable Noncontrolling Interests

Redeemable noncontrolling interests in the Company's subsidiaries whose redemption is outside of the Company's control are classified as temporary equity. These interests primarily relate to put options on unowned shares, which are typically redeemable at fair value after a certain time period. The Company accretes changes in the redemption value to the earliest redemption date utilizing the interest method. If all interests were currently redeemable, the difference between the carrying value and the estimated redemption value is not material. The following table provides details of the Company's redeemable noncontrolling interests' activity for the years ended December 31, 2025 and 2024:

(in millions)	2025	2024
Redeemable noncontrolling interests, beginning of period	$ 4,323	$ 4,498
Net earnings	74	174
Acquisitions	9	33
Redemptions	(189)	(280)
Distributions	(99)	(125)
Fair value, deconsolidations and other adjustments	(2,510)	23
Redeemable noncontrolling interests, end of period	$ 1,608	$ 4,323

Share-Based Compensation

The Company recognizes compensation expense for share-based awards, including stock options and restricted stock and restricted stock units (collectively, restricted shares), on a straight-line basis over the related service period (generally the vesting period) of the award, or to an employee's eligible retirement date under the award agreement, if earlier. Restricted shares vest ratably, primarily over two to four years, and compensation expense related to restricted shares is based on the share price on the date of grant. Stock options vest ratably primarily over four years and may be exercised up to 10 years from the date of grant. Compensation expense related to stock options is based on the fair value at the date of grant, which is estimated on the date of grant using a binomial option-pricing model. Under the Company's Employee Stock Purchase Plan (ESPP), eligible employees are allowed to purchase the Company's stock at a discounted price, which is 90% of the market price of the Company's common stock at the end of the six-month purchase period. Share-based compensation expense for all programs is recognized in operating costs in the Consolidated Statements of Operations.

Net Earnings Per Common Share

The Company computes basic earnings per common share attributable to UnitedHealth Group common shareholders by dividing net earnings attributable to UnitedHealth Group common shareholders by the weighted-average number of common shares outstanding during the period. The Company determines diluted net earnings per common share attributable to UnitedHealth Group common shareholders using the weighted-average number of common shares outstanding during the period, adjusted for potentially dilutive shares associated with stock options, restricted shares and the ESPP (collectively, common stock equivalents), using the treasury stock method. The treasury stock method assumes a hypothetical issuance of shares to settle the share-based awards, with the assumed proceeds used to purchase common stock at the average market price for the period. Assumed proceeds include the amount the employee must pay upon exercise and the average unrecognized compensation cost. The difference between the number of shares assumed issued and number of shares assumed purchased represents the dilutive shares.

Recently Adopted Accounting Standards

In December 2023, the Financial Accounting Standards Board issued ASU No. 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures." Under ASU 2023-09, an entity is required to provide additional income tax disclosures on an annual basis, including disclosure of the disaggregation of income tax expense or benefit from continuing operations by federal, state and local, and foreign taxes; cash paid for income taxes by jurisdiction; and prescribed specific categories to be included within the effective tax rate reconciliation. The Company adopted the standard on a prospective basis and has included the required disclosures in Note 9.

The Company has determined that there have been no other recently adopted or issued accounting standards that had, or will have, a material impact on its Consolidated Financial Statements.

3. Investments

A summary of debt securities by major security type is as follows:

(in millions)	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
December 31, 2025				
Debt securities - available-for-sale:				
U.S. government and agency obligations	$ 4,086	$ 2	$ (156)	$ 3,932
State and municipal obligations	6,533	24	(232)	6,325
Corporate obligations	25,927	159	(540)	25,546
U.S. agency mortgage-backed securities	10,284	33	(598)	9,719
Non-U.S. agency mortgage-backed securities	2,748	11	(99)	2,660
Total debt securities - available-for-sale	49,578	229	(1,625)	48,182
Debt securities - held-to-maturity:				
U.S. government and agency obligations	461	2	(1)	462
State and municipal obligations	26	—	(2)	24
Corporate obligations	3	—	—	3
Total debt securities - held-to-maturity	490	2	(3)	489
Total debt securities	$ 50,068	$ 231	$ (1,628)	$ 48,671
December 31, 2024				
Debt securities - available-for-sale:				
U.S. government and agency obligations	$ 4,600	$ 1	$ (274)	$ 4,327
State and municipal obligations	7,357	2	(375)	6,984
Corporate obligations	24,391	56	(1,140)	23,307
U.S. agency mortgage-backed securities	10,577	1	(994)	9,584
Non-U.S. agency mortgage-backed securities	2,890	2	(175)	2,717
Total debt securities - available-for-sale	49,815	62	(2,958)	46,919
Debt securities - held-to-maturity:				
U.S. government and agency obligations	444	—	(2)	442
State and municipal obligations	28	—	(2)	26
Corporate obligations	40	—	—	40
Total debt securities - held-to-maturity	512	—	(4)	508
Total debt securities	$ 50,327	$ 62	$ (2,962)	$ 47,427

Nearly all of the Company's investments in mortgage-backed securities were rated "Double A" or better as of December 31, 2025.

The Company held $5.5 billion and $4.9 billion of equity securities as of December 31, 2025 and 2024, respectively. The Company's investments in equity securities primarily consist of venture investments and employee savings plan related investments. The carrying values of equity securities held at fair value on non-recurring basis were $3.3 billion and $3.0 billion, including cumulative net unrealized gains of $0.8 billion and $1.3 billion, as of December 31, 2025 and 2024, respectively. For the years ended December 31, 2025, 2024 and 2023, the Company recognized $(360) million, $710 million and $276 million, respectively, of unrealized (losses) or gains related to fair value adjustments on equity securities primarily in the Company's venture portfolio and recorded $(54) million, $121 million and $44 million, respectively, of investment expenses related to the fair value adjustments. Unrealized gains and losses on equity securities are recorded within investment and other income with associated expenses recorded within operating costs within the Consolidated Statements of Operations.

Additionally, the Company's investments included $3.8 billion of equity method investments primarily in operating businesses in the health care sector, as of both December 31, 2025 and 2024. The allowance for credit losses on held-to-maturity securities as of December 31, 2025 and 2024 was not material.

The amortized cost and fair value of debt securities as of December 31, 2025, by contractual maturity, were as follows:

(in millions)	Available-for-Sale		Held-to-Maturity	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value
Due in one year or less	$ 3,859	$ 3,843	$ 266	$ 266
Due after one year through five years	13,775	13,547	202	203
Due after five years through ten years	11,962	11,670	5	5
Due after ten years	6,950	6,743	17	15
U.S. agency mortgage-backed securities	10,284	9,719	—	—
Non-U.S. agency mortgage-backed securities	2,748	2,660	—	—
Total debt securities	$ 49,578	$ 48,182	$ 490	$ 489

The fair value of available-for-sale debt securities with gross unrealized losses by major security type and length of time that individual securities have been in a continuous unrealized loss position were as follows:

(in millions)	Less Than 12 Months		12 Months or Greater		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
December 31, 2025						
U.S. government and agency obligations	$ 500	$ (4)	$ 2,339	$ (152)	$ 2,839	$ (156)
State and municipal obligations	523	(8)	4,342	(224)	4,865	(232)
Corporate obligations	2,661	(16)	10,399	(524)	13,060	(540)
U.S. agency mortgage-backed securities	346	(1)	6,665	(597)	7,011	(598)
Non-U.S. agency mortgage-backed securities	184	(1)	1,355	(98)	1,539	(99)
Total debt securities - available-for-sale	$ 4,214	$ (30)	$ 25,100	$ (1,595)	$ 29,314	$ (1,625)
December 31, 2024						
U.S. government and agency obligations	$ 1,475	$ (51)	$ 2,152	$ (223)	$ 3,627	$ (274)
State and municipal obligations	2,593	(58)	4,085	(317)	6,678	(375)
Corporate obligations	7,402	(213)	11,449	(927)	18,851	(1,140)
U.S. agency mortgage-backed securities	4,791	(191)	4,674	(803)	9,465	(994)
Non-U.S. agency mortgage-backed securities	416	(5)	1,863	(170)	2,279	(175)
Total debt securities - available-for-sale	$ 16,677	$ (518)	$ 24,223	$ (2,440)	$ 40,900	$ (2,958)

The Company’s unrealized losses from all securities as of December 31, 2025 were generated from approximately 24,000 positions out of a total of 41,000 positions. The Company believes it will timely collect the principal and interest due on its debt securities that have an amortized cost in excess of fair value. The unrealized losses were primarily caused by interest rate increases and not by unfavorable changes in the credit quality associated with these securities which impacted the Company’s assessment on collectibility of principal and interest. At each reporting period, the Company evaluates available-for-sale debt securities for any credit-related impairment when the fair value of the investment is less than its amortized cost. The Company evaluated the expected cash flows, the underlying credit quality and credit ratings of the issuers, noting no significant credit deterioration since purchase. As of December 31, 2025, the Company did not have the intent to sell any of the securities in an unrealized loss position. Therefore, the Company believes these losses to be temporary. The allowance for credit losses on available-for-sale debt securities as of December 31, 2025 and 2024 was not material.

4. Fair Value

Certain assets and liabilities are measured at fair value in the Consolidated Financial Statements or have fair values disclosed in the Notes to the Consolidated Financial Statements. These assets and liabilities are classified into one of three levels of a hierarchy defined by GAAP. In instances in which the inputs used to measure fair value fall into different levels of the fair value hierarchy, the fair value measurement is categorized in its entirety based on the lowest level input which is significant to the fair value measurement in its entirety. The Company's assessment of the significance of a particular item to the fair value measurement in its entirety requires judgment, including the consideration of inputs specific to the asset or liability.

The fair value hierarchy is summarized as follows:

Level 1 — Quoted prices (unadjusted) for identical assets/liabilities in active markets.

Level 2 — Other observable inputs, either directly or indirectly, including:

- Quoted prices for similar assets/liabilities in active markets;
- Quoted prices for identical or similar assets/liabilities in inactive markets (e.g., few transactions, limited information, noncurrent prices, high variability over time);
- Inputs other than quoted prices observable for the asset/liability (e.g., interest rates, yield curves, implied volatilities, credit spreads); and
- Inputs corroborated by other observable market data.

Level 3 — Unobservable inputs cannot be corroborated by observable market data.

There were no transfers in or out of Level 3 financial assets or liabilities during the years ended December 31, 2025 or 2024. Nonfinancial assets and liabilities or financial assets and liabilities measured at fair value on a nonrecurring basis are subject to fair value adjustments only in certain circumstances, such as when the Company records an impairment. The Company holds equity securities without readily determinable fair values, primarily related to the Company's venture portfolio, and an equity method stake from the deconsolidation of a business in 2025, which are classified as Level 3 and measured on a nonrecurring basis. The fair values of these securities are typically based upon transactions of the same or similar security or unobservable amounts, with estimated value derived using valuation approaches such as discounted cash flow analyses, market comparable analyses and consideration of Company-specific information, market conditions and third-party indications.The assets and liabilities within businesses held for sale as of December 31, 2025 were measured at the lower of carrying value or fair value less cost to sell. Fair value is measured based upon unobservable amounts, such as estimated selling price derived from Company-specific information, market conditions and third-party indications. There were no other significant fair value adjustments for these assets and liabilities recorded during the years ended December 31, 2025, 2024 or 2023.

The following methods and assumptions were used to estimate the fair value and determine the fair value hierarchy classification of each class of financial instrument included in the tables below:

Cash and Cash Equivalents. The carrying value of cash and cash equivalents approximates fair value as maturities are less than three months. Fair values of cash equivalent instruments which do not trade on a regular basis in active markets are classified as Level 2.

Debt and Equity Securities. Fair values of debt securities and equity securities reported at fair value on a recurring basis are based on quoted market prices, where available. The Company obtains one price for each security primarily from a third-party pricing service (pricing service), which generally uses quoted or other observable inputs for the determination of fair value. The pricing service normally derives the security prices through recently reported trades for identical or similar securities, and, if necessary, makes adjustments through the reporting date based upon available observable market information. For securities not actively traded, the pricing service may use quoted market prices of comparable instruments or discounted cash flow analyses, incorporating inputs currently observable in the markets for similar securities. Inputs often used in the valuation methodologies include, but are not limited to, benchmark yields, credit spreads, default rates, prepayment speeds and nonbinding broker quotes. As the Company is responsible for the determination of fair value, it performs quarterly analyses on the prices received from the pricing service to determine whether the prices are reasonable estimates of fair value. Specifically, the Company compares the prices received from the pricing service to prices reported by a secondary pricing source, such as its custodian, its investment consultant and third-party investment advisors. Additionally, the Company compares changes in the reported market values and returns to relevant market indices to test the reasonableness of the reported prices. The Company's internal price verification procedures and reviews of fair value methodology documentation provided by independent pricing services have not historically resulted in adjustment to the prices obtained from the pricing service.

Fair values of debt securities which do not trade on a regular basis in active markets but are priced using other observable inputs are classified as Level 2.

Fair value estimates for Level 1 and Level 2 equity securities reported at fair value on a recurring basis are based on quoted market prices for actively traded equity securities and/or other market data for the same or comparable instruments and transactions in establishing the prices.

The fair values of Level 3 investments in corporate bonds, which are not a significant portion of our investments, are estimated using valuation techniques relying heavily on management assumptions and qualitative observations.

Throughout the procedures discussed above in relation to the Company's processes for validating third-party pricing information, the Company validates the understanding of assumptions and inputs used in security pricing and determines the proper classification in the hierarchy based on such understanding.

Loan Receivables. The fair values of loan receivables which do not trade on a regular basis in active markets but are priced using other observable inputs are classified as Level 2. The fair values of Level 3 loans receivables are estimated using valuation techniques relying heavily on management assumptions and qualitative observations.

Long-Term Debt. The fair values of the Company's long-term debt are estimated and classified using the same methodologies as the Company's investments in debt securities.

The following table presents a summary of fair value measurements by level and carrying values for items measured at fair value on a recurring basis in the Consolidated Balance Sheets:

(in millions)	Quoted Prices in Active Markets (Level 1)	Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total Fair and Carrying Value
December 31, 2025				
Cash and cash equivalents	$ 19,848	$ 4,517	$ —	$ 24,365
Debt securities - available-for-sale:				
U.S. government and agency obligations	3,778	154	—	3,932
State and municipal obligations	—	6,325	—	6,325
Corporate obligations	—	25,123	423	25,546
U.S. agency mortgage-backed securities	—	9,719	—	9,719
Non-U.S. agency mortgage-backed securities	—	2,660	—	2,660
Total debt securities - available-for-sale	3,778	43,981	423	48,182
Equity securities	2,083	20	67	2,170
Loan receivables	—	—	882	882
Total assets at fair value	$ 25,709	$ 48,518	$ 1,372	$ 75,599
Percentage of total assets at fair value	34 %	64 %	2 %	100 %
December 31, 2024				
Cash and cash equivalents	$ 25,248	$ 64	$ —	$ 25,312
Debt securities - available-for-sale:				
U.S. government and agency obligations	4,194	133	—	4,327
State and municipal obligations	—	6,984	—	6,984
Corporate obligations	29	22,841	437	23,307
U.S. agency mortgage-backed securities	—	9,584	—	9,584
Non-U.S. agency mortgage-backed securities	—	2,717	—	2,717
Total debt securities - available-for-sale	4,223	42,259	437	46,919
Equity securities	1,859	24	65	1,948
Loan receivables	—	—	293	293
Total assets at fair value	$ 31,330	$ 42,347	$ 795	$ 74,472
Percentage of total assets at fair value	42 %	57 %	1 %	100 %

The following table presents a summary of fair value measurements by level and carrying values for certain financial instruments not measured at fair value on a recurring basis in the Consolidated Balance Sheets:

(in millions)	Quoted Prices in Active Markets (Level 1)	Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)	Total Fair Value	Total Carrying Value
December 31, 2025					
Debt securities - held-to-maturity	$ 463	$ 26	$ —	$ 489	$ 490
Loan receivables	—	1,700	6,923	8,623	8,860
Long-term debt and other financing obligations	—	72,143	—	72,143	76,140
December 31, 2024					
Debt securities - held-to-maturity	$ 482	$ 26	$ —	$ 508	$ 512
Loan receivables	—	1,413	5,101	6,514	6,876
Long-term debt and other financing obligations	—	70,565	—	70,565	75,604

The carrying amounts reported on the Consolidated Balance Sheets for other current financial assets and liabilities approximate fair value because of their short-term nature. These assets and liabilities are not listed in the table above.

5. Property, Equipment and Capitalized Software

A summary of property, equipment and capitalized software is as follows:

(in millions)	December 31, 2025	December 31, 2024
Land and improvements	$ 387	$ 364
Buildings and improvements	4,087	4,215
Computer equipment	2,279	2,267
Furniture and fixtures	1,708	1,694
Less accumulated depreciation	(3,719)	(3,645)
Property and equipment, net	4,742	4,895
Capitalized software	9,847	8,984
Less accumulated amortization	(3,827)	(3,326)
Capitalized software, net	6,020	5,658
Total property, equipment and capitalized software, net	$ 10,762	$ 10,553

Depreciation expense for property and equipment for the years ended December 31, 2025, 2024 and 2023 was $1.0 billion, $1.0 billion, and $1.1 billion, respectively. Amortization expense for capitalized software for the years ended December 31, 2025, 2024 and 2023 was $1.7 billion, $1.4 billion and $1.2 billion, respectively.

6. Goodwill and Other Intangible Assets

Changes in the carrying amount of goodwill, by reportable segment, were as follows:

(in millions)	UnitedHealthcare	Optum Health	Optum Insight	Optum Rx	Consolidated
Balance at January 1, 2024	$ 27,878	$ 37,079	$ 19,307	$ 19,468	$ 103,732
Acquisitions	—	2,071	—	2,305	4,376
Dispositions, foreign currency effects and other adjustments, net	(717)	(324)	(327)	(6)	(1,374)
Balance at December 31, 2024	27,161	38,826	18,980	21,767	106,734
Acquisitions	—	4,011	—	284	4,295
Dispositions, foreign currency effects and other adjustments, net	35	(72)	(247)	(246)	(530)
Balance at December 31, 2025	$ 27,196	$ 42,765	$ 18,733	$ 21,805	$ 110,499

The gross carrying value, accumulated amortization and net carrying value of other intangible assets were as follows:

(in millions)	December 31, 2025			December 31, 2024		
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Customer-related	$ 14,456	$ (5,966)	$ 8,490	$ 17,190	$ (6,675)	$ 10,515
Trademarks and technology	2,356	(1,265)	1,091	2,917	(1,284)	1,633
Trade names, trademarks, operating licenses and certificates and other indefinite-lived	10,734	—	10,734	10,454	—	10,454
Other	400	(241)	159	1,057	(391)	666
Total	$ 27,946	$ (7,472)	$ 20,474	$ 31,618	$ (8,350)	$ 23,268

The fair values and weighted-average useful lives assigned to intangible assets as a result of transactions completed during years ended:

(in millions, except years)	2025		2024	
	Fair Value	Weighted-Average Useful Life	Fair Value	Weighted-Average Useful Life
Customer-related	$ 14	8 years	$ 1,258	12 years
Trademarks and technology	21	3 years	527	6 years
Other	75	9 years	22	8 years
Total finite-lived	$ 110	8 years	$ 1,807	10 years
Total indefinite-lived - trade names, trademarks, operating licenses and certificates and other	415		8,795	
Total intangible assets	$ 525		$ 10,602	

Estimated full year amortization expense relating to intangible assets for each of the next five years ending December 31 is as follows:

(in millions)	
2026	$ 1,340
2027	1,257
2028	1,178
2029	1,047
2030	926

Amortization expense relating to intangible assets for the years ended December 31, 2025, 2024 and 2023 was $1.7 billion, $1.7 billion and $1.6 billion, respectively.

7. Medical Costs Payable

The following table shows the components of the change in medical costs payable for the years ended December 31:

(in millions)	2025	2024	2023
Medical costs payable, beginning of period	$ 34,224	$ 32,395	$ 29,056
Acquisitions (dispositions), net	32	(755)	1
Reported medical costs:			
Current year	313,463	264,885	242,734
Prior years	(140)	(700)	(840)
Premium deficiency and loss contracts reserves	672	—	—
Total reported medical costs	313,995	264,185	241,894
Medical payments:			
Payments for current year	(277,135)	(231,890)	(211,380)
Payments for prior years	(31,290)	(29,532)	(27,176)
Total medical payments	(308,425)	(261,422)	(238,556)
Less: increase in medical costs payable included within businesses held for sale	(489)	(179)	—
Medical costs payable, end of period	$ 39,337	$ 34,224	$ 32,395

For the years ended December 31, 2025, 2024 and 2023, prior years' medical cost reserve development included no individual factors that were significant. Medical costs payable included IBNR of $26.7 billion and $23.7 billion at December 31, 2025 and 2024, respectively. Substantially all of the IBNR balance as of December 31, 2025 relates to the current year.

The following is information about incurred and paid medical cost development as of December 31, 2025:

(in millions)	Net Incurred Medical Costs For the Years Ended December 31,	
Year	2024	2025
2024	$ 264,885	$ 264,550
2025		313,463
Changes in premium deficiency and loss contracts reserves		672
Total		$ 578,685

(in millions)	Net Cumulative Medical Payments For the Years Ended December 31,	
Year	2024	2025
2024	$ (231,890)	$ (262,318)
2025		(277,135)
Total		(539,453)
Net remaining outstanding liabilities prior to 2024		562
Acquisitions		32
Increase in medical costs payable included within businesses held for sale		(489)
Total medical costs payable		$ 39,337

8. Short-Term Borrowings and Long-Term Debt

Short-term borrowings and senior unsecured long-term debt consisted of commercial paper and notes as follows:

(in millions, except percentages)	Carrying Value as of December 31, 2025	2024	(continued)	Carrying Value as of December 31, 2025	2024
Commercial paper	$ 2,249	$ 1,300	$850 5.8%, Mar 2036	839	838
$2,000 3.75%, Jul 2025	—	1,999	$500 6.5%, Jun 2037	492	492
$750 5.15% Oct 2025	—	749	$650 6.625%, Nov 2037	641	641
$300 3.7%, Dec 2025	—	300	$1,100 6.875%, Feb 2038	1,080	1,079
$500 1.25%, Jan 2026	500	499	$1,250 3.5%, Aug 2039	1,243	1,243
$1,000 3.1%, Mar 2026	1,000	999	$1,000 2.75%, May 2040	972	970
$1,000 1.15%, May 2026	989	953	$300 5.7%, Oct 2040	297	296
$650 4.75%, Jul 2026	649	648	$350 5.95%, Feb 2041	346	346
$500 floating rate, Jul 2026	500	499	$1,500 3.05%, May 2041	1,485	1,485
$750 3.45%, Jan 2027	749	749	$600 4.625%, Nov 2041	591	590
$500 4.6%, Apr 2027	498	496	$502 4.375%, Mar 2042	487	487
$625 3.375%, Apr 2027	624	623	$625 3.95%, Oct 2042	611	610
$600 3.7%, May 2027	599	598	$750 4.25%, Mar 2043	737	737
$950 2.95%, Oct 2027	947	946	$1,500 5.5%, Jul 2044	1,476	1,475
$1,000 5.25%, Feb 2028	1,010	998	$2,000 4.75%, Jul 2045	1,977	1,976
$1,150 3.85%, Jun 2028	1,148	1,147	$750 4.2%, Jan 2047	740	739
$500 4.40% Jun 2028	498	—	$725 4.25%, Apr 2047	718	718
$850 3.875%, Dec 2028	847	847	$950 3.75%, Oct 2047	936	935
$1,250 4.25%, Jan 2029	1,250	1,221	$1,350 4.25%, Jun 2048	1,332	1,332
$400 4.7%, Apr 2029	406	398	$1,100 4.45%, Dec 2048	1,088	1,087
$900 4%, May 2029	882	854	$1,250 3.7%, Aug 2049	1,237	1,237
$1,000 2.875%, Aug 2029	943	902	$1,250 2.9%, May 2050	1,213	1,212
$1,250 4.8%, Jan 2030	1,257	1,225	$2,000 3.25%, May 2051	1,973	1,972
$1,250 5.3%, Feb 2030	1,272	1,243	$2,000 4.75%, May 2052	1,967	1,966
$1,250 2%, May 2030	1,242	1,240	$2,000 5.875%, Feb 2053	1,968	1,968
$750 4.65% Jan 2031	745	—	$2,000 5.05%, Apr 2053	1,970	1,969
$1,000 4.9%, Apr 2031	1,010	982	$1,750 5.375%, Apr 2054	1,730	1,729
$1,500 2.3%, May 2031	1,340	1,271	$2,750 5.625%, Jul 2054	2,724	2,724
$1,500 4.95%, Jan 2032	1,490	1,489	$750 5.95%, June 2055	735	—
$1,500 4.2%, May 2032	1,428	1,372	$1,250 3.875%, Aug 2059	1,229	1,229
$2,000 5.35%, Feb 2033	2,024	1,966	$1,000 3.125%, May 2060	967	967
$1,500 4.5%, Apr 2033	1,460	1,410	$1,000 4.95%, May 2062	982	981
$1,250 5%, Apr 2034	1,250	1,214	$1,500 6.05%, Feb 2063	1,466	1,466
$2,000 5.15%, Jul 2034	2,015	1,959	$1,750 5.2%, Apr 2063	1,710	1,710
$1,000 5.3%, June 2035	992	—	$1,100 5.5%, Apr 2064	1,086	1,085
$1,000 4.625%, Jul 2035	1,001	971	$1,850 5.75%, Jul 2064	1,822	1,822
			Total short-term borrowings and long-term debt	$ 77,681	$ 76,180

The Company's long-term debt obligations also included $708 million and $724 million of other financing obligations, of which $182 million and $197 million were current as of December 31, 2025 and 2024, respectively.

Maturities of short-term borrowings and long-term debt for the years ending December 31 are as follows:

(in millions)	
2026	$ 6,082
2027	3,530
2028	3,605
2029	3,655
2030	3,855
Thereafter	58,657

Short-Term Borrowings

Commercial paper consists of short-duration, senior unsecured debt privately placed on a discount basis through broker-dealers. As of December 31, 2025, the Company's outstanding commercial paper had a weighted-average annual interest rate of 3.8%.

The Company has $7.0 billion five-year, $7.0 billion three-year and $7.0 billion 364-day revolving bank credit facilities with 26 banks, which mature in November 2030, November 2028 and November 2026, respectively. These facilities provide full liquidity support for the Company's commercial paper program and are available for general corporate purposes. As of December 31, 2025, no amounts had been drawn on any of the bank credit facilities. The annual interest rates, which are variable based on term, are calculated based on one-month term Secured Overnight Financing Rate (SOFR) plus a credit spread based on the Company's senior unsecured credit ratings. If amounts had been drawn on the bank credit facilities as of December 31, 2025, annual interest rates would have ranged from 4.2% to 6.8%.

Debt Covenants

As of December 31, 2025, the Company was in compliance with the various covenants under its bank credit facilities.

9. Income Taxes

The current income tax provision reflects the tax consequences of revenues and expenses currently taxable or deductible on various income tax returns for the year reported. The deferred income tax provision or benefit generally reflects the net change in deferred income tax assets and liabilities during the year, excluding any deferred income tax assets and liabilities of acquired businesses.

The components of income before income taxes, based upon tax jurisdiction, for the years ended December 31 are as follows:

(in millions)	2025	2024	2023
Income before income taxes:			
Domestic	$ 14,893	$ 28,264	$ 29,210
Foreign	(196)	(8,193)	(98)
Total income before income taxes	$ 14,697	$ 20,071	$ 29,112

The components of the provision for income taxes for the years ended December 31 are as follows:

(in millions)	2025	2024	2023
Current Provision:			
Federal	$ 1,381	$ 3,453	$ 4,418
State and local	598	416	716
Foreign	1,663	1,256	1,079
Total current provision	3,642	5,125	6,213
Deferred Benefit:			
Federal	(1,149)	(621)	34
State and local	(227)	18	2
Foreign	(376)	307	(281)
Total deferred benefit	(1,752)	(296)	(245)
Total provision for income taxes	$ 1,890	$ 4,829	$ 5,968

The reconciliation of the tax provision at the U.S. federal statutory rate to the provision for income taxes and the effective tax rate for the year ended December 31, 2025 is as follows:

(in millions, except percentages)	2025	
Tax provision at the U.S. federal statutory rate	$ 3,086	21.0 %
Foreign tax effects (a)	(789)	(5.3)
State income taxes, net of federal benefit (b)	151	1.0
Nontaxable or nondeductible items (c)	(547)	(3.7)
Other, net	(11)	(0.1)
Provision for income taxes	$ 1,890	12.9 %

(a) Comprised primarily of tax rate differential in Ireland and tax attributes in Luxembourg.

(b) State taxes in California, Florida, New York and Massachusetts contributed to the majority of the tax effect in this category.

(c) Comprised primarily of tax impacts of net portfolio divestitures.

The reconciliation of the tax provision at the U.S. federal statutory rate to the provision for income taxes and the effective tax rate for the years ended December 31 are as follows:

(in millions, except percentages)	2024		2023	
Tax provision at the U.S. federal statutory rate	$ 4,215	21.0 %	$ 6,114	21.0 %
State income taxes, net of federal benefit	343	1.7	567	2.0
Share-based awards - excess tax benefit	(96)	(0.5)	(75)	(0.3)
Non-deductible compensation	171	0.9	174	0.6
Foreign rate differential	(369)	(1.8)	(442)	(1.5)
Tax effect of dispositions and other strategic transactions	1,215	6.1	(29)	(0.1)
Other, net	(650)	(3.3)	(341)	(1.2)
Provision for income taxes	$ 4,829	24.1 %	$ 5,968	20.5 %

Taxes Paid

A summary of total taxes paid for the year ended December 31, 2025 is as follows:

(in millions)	2025
Domestic:	
State and local premium taxes	$ 2,371
Payroll and other taxes	2,062
Federal income taxes	1,209
State and local income taxes	316
Total domestic taxes paid	$ 5,958
Domestic taxes paid as a percentage of total taxes paid	73 %
Foreign:	
Income taxes (a)	$ 2,189
Other taxes	40
Total foreign taxes paid	$ 2,229
Foreign taxes paid as a percentage of total taxes paid	27 %
Total taxes paid	$ 8,187

(a) Comprised primarily of taxes paid to Ireland.

Deferred income tax assets and liabilities are recognized for the differences between the financial and income tax reporting bases of assets and liabilities based on enacted tax rates and laws. The components of deferred income tax assets and liabilities as of December 31 are as follows:

(in millions)	2025	2024
Deferred income tax assets:		
Accrued expenses and allowances	$ 1,282	$ 1,055
U.S. federal and state net operating loss carryforwards	566	442
Share-based compensation	210	189
Nondeductible liabilities	355	343
Lease liability	850	846
Unrecognized tax benefits	430	358
Net unrealized losses on investments	326	669
Other-domestic	291	239
Other-non-U.S.	275	80
Subtotal	4,585	4,221
Less: valuation allowances	(478)	(397)
Total deferred income tax assets	4,107	3,824
Deferred income tax liabilities:		
U.S. federal and state intangible assets	(4,347)	(4,479)
Capitalized software	(152)	(288)
Depreciation and amortization	(435)	(400)
Prepaid expenses	(333)	(374)
Outside basis in partnerships	(402)	(960)
Lease right-of-use asset	(800)	(833)
Other-non-U.S.	(59)	(110)
Total deferred income tax liabilities	(6,528)	(7,444)
Net deferred income tax liabilities	$ (2,421)	$ (3,620)

Valuation allowances are provided when it is considered more likely than not deferred tax assets will not be realized. The valuation allowances primarily relate to future tax benefits on certain federal, state and non-U.S. net operating loss carryforwards. Substantially all of the federal net operating loss carryforwards have indefinite carryforward periods; state net operating loss carryforwards expire beginning in 2026 through 2045, with some having an indefinite carryforward period. Additionally, as of December 31, 2025 and 2024, the Company has historical non-U.S. net operating loss carryforwards for which a deferred tax asset and valuation allowance of $5.2 billion and $4.1 billion, respectively, are not established because realization of the loss carryforwards is remote.

As of December 31, 2025, except for subsidiaries held for sale, the Company's undistributed earnings from non-U.S. subsidiaries are intended to be indefinitely reinvested in non-U.S. operations, and therefore no U.S. deferred taxes have been recorded. Taxes payable on the remittance of such earnings would be minimal.

A reconciliation of the beginning and ending amount of unrecognized tax benefits as of December 31 is as follows:

(in millions)	2025	2024	2023
Gross unrecognized tax benefits, beginning of period	$ 4,123	$ 3,716	$ 3,081
Gross increases:			
Current year tax positions	926	578	782
Prior year tax positions	583	10	97
Gross decreases:			
Prior year tax positions	(6)	(121)	(212)
Statute of limitations lapses and settlements	(5)	(60)	(32)
Gross unrecognized tax benefits, end of period	$ 5,621	$ 4,123	$ 3,716

The Company classifies net interest and penalties associated with uncertain income tax positions as income taxes within its Consolidated Statements of Operations. During the years ended December 31, 2025, 2024 and 2023, the Company recognized $104 million, $210 million and $177 million of net interest and penalties, respectively. The Company had $741 million and $637 million of accrued interest and penalties for uncertain tax positions as of December 31, 2025 and 2024, respectively. These amounts are not included in the reconciliation above. As of December 31, 2025, there were $2.8 billion of unrecognized tax benefits which, if recognized, would affect the effective tax rate.

The Company currently files income tax returns in the United States, various states and localities and non-U.S. jurisdictions. The U.S. Internal Revenue Service (IRS) has completed exams on the consolidated income tax returns for fiscal years 2016 and prior. The Company's 2017 through 2023 tax years are under exam by the IRS, with the 2017 through 2020 tax years under the IRS's Compliance Assurance Process. The Company is no longer subject to state income tax examinations prior to the 2015 tax year. The Company is subject to examination in non-U.S. jurisdictions for years 2015 and forward.

10. Shareholders' Equity

Regulatory Capital and Dividend Restrictions

The Company's regulated insurance and HMO subsidiaries are subject to regulations and standards in their respective jurisdictions. These standards, among other things, require these subsidiaries to maintain specified levels of statutory capital, as defined by each jurisdiction, and restrict the timing and amount of dividends and other distributions which may be paid to their parent companies. In the United States, most of these state regulations and standards are generally consistent with model regulations established by the NAIC. These standards generally permit dividends to be paid from statutory unassigned surplus of the regulated subsidiary and are limited based on the regulated subsidiary's level of statutory net income and statutory capital and surplus. These dividends are referred to as "ordinary dividends" and generally may be paid without prior regulatory approval. If the dividend, together with other dividends paid within the preceding twelve months, exceeds a specified statutory limit or is paid from sources other than earned surplus, it is generally considered an "extraordinary dividend" and must receive prior regulatory approval.

For the year ended December 31, 2025, the Company's domestic insurance and HMO subsidiaries received capital infusions from its parent companies, net of dividends, of $535 million. Dividends paid by the subsidiaries to their parent companies included $893 million of extraordinary dividends. For the year ended December 31, 2024, the Company's domestic insurance and HMO subsidiaries paid their parent companies dividends, net of capital infusions, of $9.2 billion, including $2.6 billion of extraordinary dividends.

The Company's financially regulated subsidiaries had estimated aggregate statutory capital and surplus of $43.1 billion as of December 31, 2025. The estimated statutory capital and surplus necessary to satisfy regulatory requirements of the Company's financially regulated subsidiaries was approximately $23.2 billion as of December 31, 2025. In 2025, the Company entered into various agreements with reinsurers that could limit the Company's risk of loss under certain circumstances, thus reducing its capital and surplus requirements. These agreements do not qualify for reinsurance accounting and are therefore accounted for under deposit accounting.

Optum Bank must meet minimum capital requirements of the FDIC under the capital adequacy rules to which it is subject. At December 31, 2025, the Company believes Optum Bank met the FDIC requirements to be considered "Well Capitalized."

Share Repurchase Program

Under its Board of Directors' authorization, the Company maintains a share repurchase program. The objectives of the share repurchase program are to optimize the Company's capital structure and cost of capital, thereby improving returns to shareholders, as well as to offset the dilutive impact of share-based awards. Repurchases may be made from time to time in open market purchases or other types of transactions (including prepaid or structured share repurchase programs), subject to certain restrictions. In June 2024, the Board of Directors amended the Company's share repurchase program to authorize the repurchase of up to 35 million shares of its common stock, in addition to all remaining shares authorized to be repurchased under the Board's 2018 renewal of the program. The Board of Directors from time to time may further amend the share repurchase program in order to increase the authorized number of shares which may be repurchased under the program.

A summary of common share repurchases for the years ended December 31, 2025 and 2024 is as follows:

(in millions, except per share data)	Years Ended December 31, 2025	2024
Common share repurchases, shares	12	17
Common share repurchases, average price per share	$ 454.82	$ 529.85
Common share repurchases, aggregate cost	$ 5,482	$ 8,942
Board authorized shares remaining	21	33

Dividends

In June 2025, the Company's Board of Directors increased the Company's quarterly cash dividend to shareholders to an annual rate of $8.84 compared to $8.40 per share, which the Company had paid since June 2024. Declaration and payment of future quarterly dividends is at the discretion of the Board and may be adjusted as business needs or market conditions change.

The following table provides details of the Company's 2025 dividend payments:

Payment Date	Amount per Share	Total Amount Paid (in millions)
March 18	$ 2.10	$ 1,912
June 24	2.21	2,000
September 23	2.21	2,002
December 16	2.21	2,002

11. Share-Based Compensation

The Company's outstanding share-based awards consist mainly of non-qualified stock options and restricted shares. As of December 31, 2025, the Company had 39 million shares available for future grants of share-based awards under the 2020 Stock Incentive Plan. As of December 31, 2025, there were 15 million shares of common stock available for issuance under the ESPP.

Stock Options

Stock option activity for the year ended December 31, 2025 is summarized in the table below:

	Shares (in millions)	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life (in years)	Aggregate Intrinsic Value (in millions)
Outstanding at beginning of period	17	$ 370		
Granted	5	389		
Exercised	(3)	215		
Forfeited	(1)	491		
Outstanding at end of period	18	391	5.6	$ 546
Exercisable at end of period	11	336	4.0	505
Vested and expected to vest, end of period	18	390	5.5	542

Restricted Shares

Restricted share activity for the year ended December 31, 2025 is summarized in the table below:

(shares in millions)	Shares	Weighted-Average Grant Date Fair Value per Share
Nonvested at beginning of period	4	$ 489
Granted	3	421
Vested	(2)	503
Nonvested at end of period	5	441

Other Share-Based Compensation Data

(in millions, except per share amounts)	For the Years Ended December 31, 2025	2024	2023
Stock Options			
Weighted-average grant date fair value of shares granted, per share	$ 110	$ 138	$ 134
Total intrinsic value of stock options exercised	616	1,886	1,325
Restricted Shares			
Weighted-average grant date fair value of shares granted, per share	421	523	493
Total fair value of restricted shares vested	553	690	803
Employee Stock Purchase Plan			
Number of shares purchased	1	1	1
Share-Based Compensation Items			
Share-based compensation expense, before tax	$ 971	$ 1,018	$ 1,059
Share-based compensation expense, net of tax effects	865	896	937
Income tax benefit realized from share-based award exercises	130	216	231

(in millions, except years)	December 31, 2025
Unrecognized compensation expense related to share awards	$ 1,333
Weighted-average years to recognize compensation expense	1.3

Share-Based Compensation Recognition and Estimates

The principal assumptions the Company used in calculating grant-date fair value for stock options were as follows:

	For the Years Ended December 31, 2025	2024	2023
Risk-free interest rate	3.7% - 4.3%	3.6% - 4.4%	3.8% - 4.6%
Expected volatility	25.1% - 33.5%	25.5% - 30.7%	29.7% - 30.6%
Expected dividend yield	1.7% - 3.5%	1.4% - 1.5%	1.3% - 1.5%
Forfeiture rate	5.0%	5.0%	5.0%
Expected life in years	4.8	4.6	4.6

Risk-free interest rates are based on U.S. Treasury yields in effect at the time of grant. Expected volatilities are based on the historical volatility of the Company's common stock and the implied volatility from exchange-traded options on the Company's common stock. Expected dividend yields are based on the per share cash dividend paid by the Company. The Company uses historical data to estimate option exercises and forfeitures within the valuation model. The expected lives of options granted represent the periods of time the awards granted are expected to be outstanding based on historical exercise patterns.

Other Employee Benefit Plans

The Company offers various defined contribution retirement savings plans for its domestic employees. Compensation expense related to these plans was $850 million, $853 million and $804 million for the years ended December 31, 2025, 2024 and 2023, respectively.

In addition, the Company maintains non-qualified, deferred compensation plans, which allow certain members of senior management and executives to defer portions of their salary or bonus. The deferrals are recorded within long-term investments with an approximately equal amount in other liabilities in the Consolidated Balance Sheets. The total deferrals are distributable based upon termination of employment or other periods, as elected under each plan and were $2.2 billion and $2.1 billion as of December 31, 2025 and 2024, respectively.

12. Commitments and Contingencies

Leases

Operating lease costs, including immaterial variable and short-term lease costs, were $1.6 billion, $1.4 billion and $1.4 billion for the years ended December 31, 2025, 2024 and 2023, respectively. Cash payments made on the Company's operating lease liabilities were $1.1 billion for the years ended December 31, 2025, 2024 and 2023, respectively, which were classified within operating activities in the Consolidated Statements of Cash Flows. As of December 31, 2025, the Company's weighted-average remaining lease term and weighted-average discount rate for its operating leases were 9.2 years and 5.0%, respectively.

As of December 31, 2025, future minimum annual lease payments under all non-cancelable operating leases were as follows:

(in millions)	Future Minimum Lease Payments
2026	$ 1,052
2027	916
2028	740
2029	637
2030	552
Thereafter	2,665
Total future minimum lease payments	6,562
Less: imputed interest	(1,391)
Less: future minimum lease payments included within businesses held for sale	(556)
Total	$ 4,615

Other Commitments

The Company provides guarantees related to its service level under certain contracts. If minimum standards are not met, the Company may be financially at risk up to a stated percentage of the contracted fee or a stated dollar amount. None of the amounts accrued, paid or charged to income for service level guarantees were material as of December 31, 2025, 2024 or 2023.

The Company has entered into certain transactions that include various put and call options on unconsolidated businesses. As of December 31, 2025 the estimated obligation under these arrangements if they were currently redeemable was $4.8 billion. The Company does not have any material potential required repurchases in the next twelve months.

Legal Matters

The Company is frequently made party to a variety of legal actions and regulatory inquiries, including class actions and suits brought by members, care providers, consumer advocacy organizations, customers, shareholders and regulators, relating to the Company's businesses, including management and administration of health benefit plans and other services. These matters include medical malpractice, employment, intellectual property, antitrust, privacy and contract claims and claims related to health care benefits coverage and other business practices.

The Company records liabilities for its estimates of probable costs resulting from these matters where appropriate. Estimates of costs resulting from legal and regulatory matters involving the Company are inherently difficult to predict, particularly where the matters: involve indeterminate claims for monetary damages or may involve fines, penalties or punitive damages; present novel legal theories or represent a shift in regulatory policy; involve a large number of claimants or regulatory bodies; are in the early stages of the proceedings; or could result in a change in business practices. Accordingly, the Company is often unable to estimate the losses or ranges of losses for those matters where there is a reasonable possibility or it is probable a loss may be incurred.

Government Investigations, Audits and Reviews

The Company has been involved or is currently involved in various governmental investigations, audits and reviews. These include routine, regular and special investigations, audits and reviews by the Centers for Medicare and Medicaid Services (CMS), state insurance and health and welfare departments, state attorneys general, the Office of the Inspector General (OIG), the Office of Personnel Management, the Office for Civil Rights, the Government Accountability Office, the Federal Trade Commission, U.S. Congressional committees, the U.S. Department of Justice (DOJ), the SEC, the Internal Revenue Service, the U.S. Drug Enforcement Administration, the U.S. Department of Labor, the Federal Deposit Insurance Corporation, the Consumer Financial Protection Bureau, the Defense Contract Audit Agency, the Food and Drug Administration and other governmental authorities. Similarly, the Company's international businesses are also subject to investigations, audits and reviews by applicable foreign governments. The Company responds on a regular basis to subpoenas, information requests, inquiries, investigations and other processes from governmental entities. The Company can provide no assurance as to the scope and outcome of these matters and no assurance as to whether its business, financial condition or results of operations will

be materially adversely affected. Certain of the Company's businesses have been reviewed or are currently under review, including for, among other matters, compliance with coding and other requirements under the Medicare risk-adjustment model. CMS and OIG have selected certain of the Company's local plans for risk adjustment data validation (RADV) audits to validate the coding practices of and supporting documentation maintained by health care providers and such audits may result in retrospective adjustments to payments made to the Company's health plans.

On February 14, 2017, the DOJ announced its decision to pursue certain claims within a lawsuit initially asserted against the Company and filed under seal by a whistleblower in 2011. The whistleblower's complaint, which was unsealed on February 15, 2017, alleges the Company made improper risk adjustment submissions and violated the False Claims Act. In March 2025, a Special Master appointed by the court issued a report recommending that the court enter summary judgment in the Company's favor on all remaining claims. In April 2025, the DOJ filed a motion asking the court to reject the Special Master's report. The Company cannot reasonably estimate the outcome which may result from this matter given its procedural status.

13. Business Combinations

During the year ended December 31, 2025, the Company completed several business combinations for total consideration of $4.8 billion.

Acquired assets (liabilities) at acquisition date were as follows:

(in millions)	
Cash and cash equivalents	$ 305
Accounts receivable and other current assets	811
Property, equipment and other long-term assets	247
Other intangible assets	525
Total identifiable assets acquired	1,888
Medical costs payable	(32)
Accounts payable and other current liabilities	(536)
Other long-term liabilities	(355)
Total identifiable liabilities acquired	(923)
Total net identifiable assets	965
Goodwill	4,295
Nonredeemable noncontrolling interests	(425)
Net assets acquired	$ 4,835

The majority of goodwill is not deductible for income tax purposes. The preliminary purchase price allocations for the various business combinations are subject to adjustment as valuation analyses, primarily related to intangible assets and contingent liabilities, are finalized.

The results of operations and financial condition of acquired entities have been included in the Company's consolidated results and the results of the corresponding operating segment as of the date of acquisition. For the year ended December 31, 2025, the acquired entities' impact on revenues and net earnings was not material.

Unaudited pro forma revenues and net earnings for the years ended December 31, 2025 and 2024, as if the business combinations had occurred on January 1, 2024, were immaterial for both periods.

14. Dispositions and Held for Sale

2025 Dispositions and Held for Sale

In the fourth quarter of 2025, the Company entered into an agreement to sell its remaining South American operations, which is expected to close in the second half of 2026, subject to regulatory and other customary closing conditions. Losses related to this transaction are included within loss on sale of subsidiary and subsidiaries held for sale on the Consolidated Statements of Operations as they relate to the strategic exit of South American markets and include significant losses related to foreign currency translation effects.

The Company initiated various other dispositions in the fourth quarter of 2025, which were classified as held for sale as of December 31, 2025. Losses related to these actions were $950 million and were included within operating costs on the Consolidated Statements of Operations.

Assets and liabilities held for sale have been included within prepaid expenses and other current assets and other current liabilities on the Condensed Consolidated Balance Sheets, respectively. The assets and liabilities of the held for sale disposal groups as of December 31, 2025, were as follows:

(in millions)	South American Businesses	Other Businesses
Assets		
Cash and cash equivalents	$ 253	$ 317
Accounts receivable and other current assets	747	515
Property, equipment and capitalized software	819	292
Goodwill	176	434
Other intangible assets	257	803
Other long-term assets	320	346
Remeasurement of assets of businesses held for sale to fair value less cost to sell [1]	(1,523)	(950)
Total assets	$ 1,049	$ 1,757
Liabilities		
Medical costs payable	$ 205	$ 463
Accounts payable and other current liabilities	408	301
Other long-term liabilities	362	407
Total liabilities	$ 975	$ 1,171

[1] Includes the effect of $891 million of cumulative foreign currency translation losses and $275 million of noncontrolling interests for the South American businesses held for sale.

2025 Deconsolidation of Business

Due to changes in governance rights, the Company deconsolidated a business that had net assets and redeemable noncontrolling interests with carrying values of $1.4 billion and $2.6 billion, respectively. As a result of the deconsolidation, the Company recorded an equity method investment of $575 million and recognized a gain of $1.7 billion, which was included within operating costs on the Consolidated Statements of Operations.

2024 Dispositions and Held for Sale

During the year ended December 31, 2024, the Company completed or initiated various business portfolio refinement and asset disposition activities. The Company recorded a loss of $7.1 billion related to the sale of its Brazil operations, of which $4.1 billion related to the impact of cumulative foreign currency translation losses previously included in accumulated other comprehensive loss, and a loss of $1.2 billion related to the reclassification of the Company's remaining South American operations as held for sale, of which $855 million related to the impact of cumulative foreign currency translation losses.

As a result of continued portfolio refinement, the Company sold other businesses and assets and entered into strategic transactions. These transactions resulted in total consideration received of $3.0 billion and an additional $1.9 billion of equity method investments related to the valuation of our retained interests in certain transactions. The carrying value for these transactions was $1.0 billion, primarily related to goodwill. The gains from business portfolio refinement, including strategic transactions, were recorded within operating costs in the Consolidated Statements of Operations and contributed about 80 basis points ($3.3 billion) to the operating cost ratio, nearly half ($1.4 billion) related to Optum Health with the remainder split between UnitedHealthcare ($1.1 billion) and Optum Insight ($800 million). Certain transactions also included various put and call options, which were valued at $630 million and included in other liabilities on the Consolidated Balance Sheets.

15. Segment Financial Information

Factors used to determine the Company's reportable segments include the nature of operating activities, economic characteristics, existence of separate senior management teams and the type of information used by the Company's chief operating decision maker (CODM), which is the Chief Executive Officer, to evaluate its results of operations. Reportable segments with similar economic characteristics, products and services, customers, distribution methods and operational processes which operate in a similar regulatory environment are combined. The CODM uses consolidated expense information and segment earnings from operations to assess performance and determine allocation of resources.

The following is a description of the types of products and services from which each of the Company's four reportable segments derives its revenues:

- *UnitedHealthcare* includes the combined results of operations of UnitedHealthcare Employer & Individual, UnitedHealthcare Medicare & Retirement and UnitedHealthcare Community & State. The businesses share significant common assets, including a contracted network of physicians, health care professionals, hospitals and other facilities, information technology and consumer engagement infrastructure and other resources. UnitedHealthcare Employer & Individual offers an array of consumer-oriented health benefit plans and services for employers and individuals. UnitedHealthcare Medicare & Retirement provides health care coverage and health and well-being services to individuals age 50 and older, addressing their unique needs. UnitedHealthcare Community & State provides diversified health care benefits products and services to state programs caring for the economically disadvantaged, the medically underserved and those without the benefit of employer-funded health care coverage.
- *Optum Health* focuses on care delivery, including value-based care; care management; wellness and consumer engagement and health financial services. Optum Health is building a comprehensive, connected health care delivery and engagement platform by directly providing high-quality care, helping people manage chronic and complex health needs, and proactively engaging consumers in managing their health through in-person, in-home, virtual and digital clinical platforms.
- *Optum Insight* brings together advanced analytics, technology and health care expertise to deliver integrated services and solutions. Hospital systems, physicians, health plans, governments, life sciences companies and other organizations depend on Optum Insight to help them improve performance, achieve efficiency, reduce costs, meet compliance mandates and modernize their core operating systems to meet the changing needs of the health system.
- *Optum Rx* offers pharmacy care services and programs, including retail network contracting, home delivery, specialty and community health pharmacy services, infusion, purchasing and clinical capabilities, and develops programs in areas such as step therapy, formulary management, drug adherence and disease and drug therapy management. Optum Rx integrates pharmacy and medical care and is positioned to serve patients with complex clinical needs and consumers looking for a better digital pharmacy experience with transparent pricing.

The Company's accounting policies for reportable segment operations are consistent with those described in the Summary of Significant Accounting Policies (see Note 2). Transactions between reportable segments principally consist of sales of pharmacy care products and services to UnitedHealthcare customers by Optum Rx; care delivery, care management services and certain product offerings sold to UnitedHealthcare by Optum Health; and health information and technology solutions, consulting and other services sold to UnitedHealthcare by Optum Insight. These transactions are recorded at management's estimate of fair value. Transactions with affiliated customers are eliminated in consolidation. Assets and liabilities jointly used are assigned to each reportable segment using estimates of pro-rata usage. Cash and investments are assigned so each reportable segment has working capital and/or at least minimum specified levels of regulatory capital.

As a percentage of the Company's total consolidated revenues, premium revenues from CMS were 44%, 40% and 40% for the years ended December 31, 2025, 2024 and 2023, respectively, most of which were generated by UnitedHealthcare Medicare & Retirement and included in the UnitedHealthcare segment.

2026 Business Realignment

On January 1, 2026, the Company realigned certain businesses to respond to changes in the markets it serves and the opportunities that are emerging as the health system evolves. Optum Financial, including Optum Bank, which was historically included in Optum Health will now be included in Optum Insight. The Company's reportable segments will remain unchanged, with prior period segment financial information being recast to conform to the 2026 presentation, beginning with the Company's Quarterly Report on Form 10-Q for the three months ended March 31, 2026 filed with the SEC.

The following table presents the reportable segment financial information:

(in millions)	UnitedHealthcare	Optum					Corporate and Eliminations	Consolidated
		Optum Health	Optum Insight	Optum Rx	Optum Eliminations	Optum		
2025								
Revenues - unaffiliated customers:								
Premiums	$ 332,390	$ 19,839	$ —	$ —	$ —	$ 19,839	$ —	$ 352,229
Products	—	273	182	52,925	—	53,380	—	53,380
Services	10,340	16,757	6,187	4,754	—	27,698	—	38,038
Total revenues - unaffiliated customers	342,730	36,869	6,369	57,679	—	100,917	—	443,647
Total revenues - affiliated customers	—	63,615	12,948	96,873	(5,480)	167,956	(167,956)	—
Investment and other income	2,173	1,473	100	174	—	1,747	—	3,920
Total revenues	$ 344,903	$ 101,957	$ 19,417	$ 154,726	$ (5,480)	$ 270,620	$ (167,956)	$ 447,567
Total operating costs (a)	$ 335,478	$ 102,235	$ 16,793	$ 147,533	$ (5,480)	$ 261,081	$ (167,956)	$ 428,603
Earnings from operations	$ 9,425	$ (278)	$ 2,624	$ 7,193	$ —	$ 9,539	$ —	$ 18,964
Interest expense	—	—	—	—	—	—	(4,002)	(4,002)
Loss on sale of subsidiary and subsidiaries held for sale	(265)	—	—	—	—	—	—	(265)
Earnings before income taxes	$ 9,160	$ (278)	$ 2,624	$ 7,193	$ —	$ 9,539	$ (4,002)	$ 14,697
Total assets	$ 124,051	$ 100,991	$ 35,400	$ 62,262		$ 198,653	$ (13,123)	$ 309,581
Purchases of property, equipment and capitalized software	816	1,237	1,170	399	—	2,806	—	3,622
Depreciation and amortization	883	1,211	1,422	845	—	3,478	—	4,361
2024								
Revenues - unaffiliated customers:								
Premiums	$ 286,004	$ 22,806	$ —	$ —	$ —	$ 22,806	$ —	$ 308,810
Products	—	277	174	49,775	—	50,226	—	50,226
Services	9,791	16,153	6,466	3,630	—	26,249	—	36,040
Total revenues - unaffiliated customers	295,795	39,236	6,640	53,405	—	99,281	—	395,076
Total revenues - affiliated customers	—	63,883	11,881	79,512	(4,389)	150,887	(150,887)	—
Investment and other income	2,413	2,239	236	314	—	2,789	—	5,202
Total revenues	$ 298,208	$ 105,358	$ 18,757	$ 133,231	$ (4,389)	$ 252,957	$ (150,887)	$ 400,278
Total operating costs (a)	$ 282,624	$ 97,588	$ 15,660	$ 127,395	$ (4,389)	$ 236,254	$ (150,887)	$ 367,991
Earnings from operations	$ 15,584	$ 7,770	$ 3,097	$ 5,836	$ —	$ 16,703	$ —	$ 32,287
Interest expense	—	—	—	—	—	—	(3,906)	(3,906)
Loss on sale of subsidiary and subsidiaries held for sale	(8,310)	—	—	—	—	—	—	(8,310)
Earnings before income taxes	$ 7,274	$ 7,770	$ 3,097	$ 5,836	$ —	$ 16,703	$ (3,906)	$ 20,071
Total assets	$ 119,009	$ 96,472	$ 34,452	$ 59,086	$ —	$ 190,010	$ (10,741)	$ 298,278
Purchases of property, equipment and capitalized software	781	1,008	1,291	419	—	2,718	—	3,499
Depreciation and amortization	889	1,123	1,294	793	—	3,210	—	4,099
2023								
Revenues - unaffiliated customers:								
Premiums	$ 269,052	$ 21,775	$ —	$ —	$ —	$ 21,775	$ —	$ 290,827
Products	—	207	162	42,214	—	42,583	—	42,583
Services	10,057	14,109	7,760	2,197	—	24,066	—	34,123
Total revenues - unaffiliated customers	279,109	36,091	7,922	44,411	—	88,424	—	367,533
Total revenues - affiliated customers	—	57,696	10,896	71,484	(3,703)	136,373	(136,373)	—
Investment and other income	2,251	1,532	114	192	—	1,838	—	4,089
Total revenues	$ 281,360	$ 95,319	$ 18,932	$ 116,087	$ (3,703)	$ 226,635	$ (136,373)	$ 371,622
Total operating costs (a)	$ 264,945	$ 88,759	$ 14,664	$ 110,972	$ (3,703)	$ 210,692	$ (136,373)	$ 339,264
Earnings from operations	$ 16,415	$ 6,560	$ 4,268	$ 5,115	$ —	$ 15,943	$ —	$ 32,358
Interest expense	—	—	—	—	—	—	(3,246)	(3,246)
Earnings before income taxes	$ 16,415	$ 6,560	$ 4,268	$ 5,115	$ —	$ 15,943	$ (3,246)	$ 29,112
Total assets	$ 110,943	$ 89,432	$ 34,173	$ 51,266	$ —	$ 174,871	$ (12,094)	$ 273,720
Purchases of property, equipment and capitalized software	866	1,199	974	347	—	2,520	—	3,386
Depreciation and amortization	989	1,058	1,229	696	—	2,983	—	3,972

(a) Total operating costs include medical costs, operating costs, cost of products sold and depreciation and amortization, as applicable for each reportable segment.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES

We maintain disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (Exchange Act) designed to provide reasonable assurance the information required to be disclosed by us in reports we file or submit under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in SEC rules and forms; and (ii) accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

In connection with the filing of this Annual Report on Form 10-K, management evaluated, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, the effectiveness of the design and operation of our disclosure controls and procedures as of December 31, 2025. Based upon their evaluation, our Chief Executive Officer and Chief Financial Officer concluded our disclosure controls and procedures were effective at the reasonable assurance level as of December 31, 2025.

CHANGES IN INTERNAL CONTROL OVER FINANCIAL REPORTING

There have been no changes in our internal control over financial reporting during the quarter ended December 31, 2025 which have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Report of Management on Internal Control Over Financial Reporting as of December 31, 2025

Management of UnitedHealth Group Incorporated and Subsidiaries (the Company) is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934. The Company's internal control system is designed to provide reasonable assurance to our management and board of directors regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with generally accepted accounting principles. The Company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of consolidated financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the consolidated financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2025. In making this assessment, we used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control-Integrated Framework (2013). Based on our assessment and the COSO criteria, we believe that, as of December 31, 2025, the Company maintained effective internal control over financial reporting.

The Company's independent registered public accounting firm has audited the Company's internal control over financial reporting as of December 31, 2025, as stated in the Report of Independent Registered Public Accounting Firm, appearing under Item 9A.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of UnitedHealth Group Incorporated and Subsidiaries:

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of UnitedHealth Group Incorporated and subsidiaries (the "Company") as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2025, of the Company and our report dated March 2, 2026, expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Report of Management on Internal Control Over Financial Reporting as of December 31, 2025. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ DELOITTE & TOUCHE LLP

Minneapolis, Minnesota
March 2, 2026

ITEM 9B. OTHER INFORMATION

Trading Arrangements

During the quarter ended December 31, 2025, none of the Company's directors or officers (as defined in Rule 16a-1(f) under the Exchange Act) adopted or terminated any contract, instruction or written plan for the purchase or sale of Company securities intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act or under any non-Rule 10b5-1 trading arrangement.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not Applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The following sets forth certain information regarding our directors as of March 2, 2026, including their name and principal occupation or employment:

Charles Baker
President
National Collegiate Athletic Association

Timothy Flynn
Retired Chair
KPMG International

Paul Garcia
Retired Chair and Chief Executive Officer
Global Payments Inc.

Kristen Gil
Former Vice President and Business Finance Officer
Alphabet Inc.

Scott Gottlieb, M.D.
Former Commissioner
U.S. Food and Drug Administration

Stephen Hemsley
Chair and Chief Executive Officer
UnitedHealth Group

Michele Hooper
President and Chief Executive Officer
The Directors' Council

F. William McNabb III
Lead Independent Director
UnitedHealth Group
Former Chairman and Chief Executive Officer
The Vanguard Group, Inc.

Valerie Montgomery Rice, M.D.
President and Chief Executive Officer
Morehouse School of Medicine

John Noseworthy, M.D.
Former Chief Executive Officer and President
Mayo Clinic

Pursuant to General Instruction G(3) to Form 10-K and the Instruction to Item 401 of Regulation S-K, information regarding our executive officers is provided in Part I, Item 1 under the caption "Information About our Executive Officers."

We have adopted a code of ethics applicable to our principal executive officer and other senior financial officers, who include our principal financial officer, principal accounting officer, controller and persons performing similar functions. The code of ethics, entitled Code of Conduct: Our Principles of Ethics and Integrity, is posted on our website at www.unitedhealthgroup.com. For information about how to obtain the Code of Conduct, see Part I, Item 1, "Business." We intend to satisfy the SEC's disclosure requirements regarding amendments to, or waivers of, the code of ethics for our senior financial officers by posting such information on our website indicated above.

The remaining information required by Items 401, 405, 406, 407(c)(3), (d)(4), (d)(5), and 408(b) of Regulation S-K will be included under the headings "Corporate Governance", "Proposal 1-Election of Directors" and "Insider Trading Policy" in our definitive proxy statement for our 2026 Annual Meeting of Shareholders, and such required information is incorporated herein by reference.

ITEM 11. EXECUTIVE COMPENSATION

The information required by Items 402 and 407(e)(4) and (e)(5) of Regulation S-K will be included under the headings “Executive Compensation,” “Director Compensation,” “Corporate Governance - Risk Oversight” and “Compensation Committee Interlocks and Insider Participation” in our definitive proxy statement for our 2026 Annual Meeting of Shareholders, and such required information is incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Equity Compensation Plan Information

The following table sets forth certain information as of December 31, 2025, concerning shares of common stock authorized for issuance under all of our equity compensation plans:

Plan category	(a) Number of securities to be issued upon exercise of outstanding options, warrants and rights	(b) Weighted-average exercise price of outstanding options, warrants and rights	(c) Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
	(in millions)		(in millions)
Equity compensation plans approved by shareholders [1]	18	$ 395	54 [3]
Equity compensation plans not approved by shareholders [2]	—		—
Total [2]	18	$ —	54

(1) Consists of the UnitedHealth Group Incorporated 2020 Stock Incentive Plan (2020 Stock Incentive Plan”), as amended, and the UnitedHealth Group 1993 Employee Stock Purchase Plan, as amended (ESPP).

(2) Excludes 307,500 shares underlying stock options assumed by us in connection with acquisitions. These options have a weighted-average exercise price of $145 and an average remaining term of approximately 3.3 years. These options are administered pursuant to the terms of the plans under which the options originally were granted. No future awards will be granted under these acquired plans.

(3) Includes 15 million shares of common stock available for future issuance under the ESPP as of December 31, 2025, and 39 million shares available under the 2020 Stock Incentive Plan as of December 31, 2025. Shares available under the 2020 Stock Incentive Plan may become the subject of future awards in the form of stock options, stock appreciation rights, restricted stock, restricted stock units, performance awards and other stock-based awards.

The information required by Item 403 of Regulation S-K will be included under the heading “Security Ownership of Certain Beneficial Owners and Management” in our definitive proxy statement for our 2026 Annual Meeting of Shareholders, and such required information is incorporated herein by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by Items 404 and 407(a) of Regulation S-K will be included under the headings “Certain Relationships and Transactions” and “Corporate Governance” in our definitive proxy statement for our 2026 Annual Meeting of Shareholders, and such required information is incorporated herein by reference.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by Item 9(e) of Schedule 14A will be included under the heading “Disclosure of Fees Paid to Independent Registered Public Accounting Firm” in our definitive proxy statement for our 2026 Annual Meeting of Shareholders, and such required information is incorporated herein by reference.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) 1. *Financial Statements*

The financial statements are included under Item 8 of this report:

- Reports of Independent Registered Public Accounting Firm.
- Consolidated Balance Sheets as of December 31, 2025 and 2024.
- Consolidated Statements of Operations for the years ended December 31, 2025, 2024, and 2023.
- Consolidated Statements of Comprehensive Income for the years ended December 31, 2025, 2024, and 2023.
- Consolidated Statements of Changes in Equity for the years ended December 31, 2025, 2024, and 2023.
- Consolidated Statements of Cash Flows for the years ended December 31, 2025, 2024, and 2023.
- Notes to the Consolidated Financial Statements.

2. *Financial Statement Schedules*

The following financial statement schedule of the Company is included in Item 15(c):

- Schedule I - Condensed Financial Information of Registrant (Parent Company Only).

All other schedules for which provision is made in the applicable accounting regulations of the SEC are not required under the related instructions, are inapplicable, or the required information is included in the consolidated financial statements, and therefore have been omitted.

(b) The following exhibits are filed or incorporated by reference herein in response to Item 601 of Regulation S-K. The Company files Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K pursuant to the Securities Exchange Act of 1934 under Commission File No. 1-10864.

EXHIBIT INDEX**

3.1	Certificate of Incorporation of UnitedHealth Group Incorporated (incorporated by reference to Exhibit 3.1 to UnitedHealth Group Incorporated's Registration Statement on Form 8-A/A, Commission File No. 1-10864, filed on July 1, 2015)
3.2	Amended and Restated Bylaws of UnitedHealth Group Incorporated, effective November 6, 2025 (incorporated by reference to Exhibit 3.1 to UnitedHealth Group Incorporated's Current Report on Form 8-K filed on November 13, 2025)
4.1	Amended and Restated Indenture, dated as of April 27, 2023, between UnitedHealth Group Incorporated and Wilmington Trust Company, as successor trustee (incorporated by reference to Exhibit 4.1 to UnitedHealth Group Incorporated's Current Report on Form 8-K filed on April 28, 2023)
4.2	Indenture, dated as of February 4, 2008, between UnitedHealth Group Incorporated and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-3, SEC File Number 333-149031, filed on February 4, 2008)
4.3	Supplemental Indenture, dated as of April 18, 2023, between UnitedHealth Group Incorporated and U.S. Bank Trust Company, National Association, as trustee, relating to the 6.875% Senior Notes due 2038 (incorporated by reference to Exhibit 4.1 to UnitedHealth Group Incorporated's Current Report on Form 8-K filed on April 24, 2023)
4.4	Description of Common Stock (incorporated by reference to Exhibit 4.5 to UnitedHealth Group Incorporated's Annual Report on Form 10-K for the year ended December 31, 2019)
*10.1	UnitedHealth Group 2020 Stock Incentive Plan (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-8, SEC File Number 333-238854, filed on June 1, 2020)
*10.2	Form of Agreement for Restricted Stock Unit Award to Executives under UnitedHealth Group Incorporated's 2020 Stock Incentive Plan
*10.3	Form of Agreement for Nonqualified Stock Option Award to Executives under UnitedHealth Group Incorporated's 2020 Stock Incentive Plan
*10.4	Form of Agreement for Performance-Based Restricted Stock Unit Award to Executives under UnitedHealth Group Incorporated's 2020 Stock Incentive Plan
*10.5	Form of Agreement for Restricted Stock Unit Award under UnitedHealth Group Incorporated's 2020 Stock Incentive Plan (Witty)
*10.6	Form of Agreement for Nonqualified Stock Option Award under UnitedHealth Group Incorporated's 2020 Stock Incentive Plan (Witty)
*10.7	Form of Agreement for Performance-Based Restricted Stock Unit Award under UnitedHealth Group Incorporated's 2020 Stock Incentive Plan (Witty)
*10.8	Form of Agreement for Nonqualified Stock Option Award under UnitedHealth Group Incorporated's 2020 Stock Incentive Plan (Hemsley)
*10.9	Amendment to Agreement for Nonqualified Stock Option Award under UnitedHealth Group Incorporated's 2020 Stock Incentive Plan (Hemsley)
*10.10	UnitedHealth Group Incorporated 2011 Stock Incentive Plan, as amended and restated in 2018 (incorporated by reference to Exhibit 10.1 to UnitedHealth Group Incorporated's Annual Report on Form 10-K for the year ended December 31, 2018)
*10.11	Form of Agreement for Deferred Stock Unit Award to Non-Employee Directors under UnitedHealth Group Incorporated's 2020 Stock Incentive Plan (incorporated by reference to Exhibit 10.11 to UnitedHealth Group Incorporated's Annual Report on Form 10-K for the year ended December 31, 2021)
*10.12	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.1 to UnitedHealth Group Incorporated's Current Report on Form 8-K filed on July 1, 2015)
*10.13	Amended and Restated UnitedHealth Group Incorporated 2008 Executive Incentive Plan, effective as of December 31, 2023 (incorporated by reference to exhibit 10.30 to UnitedHealth Group Incorporated's Annual Report on Form 10-K for the year ended December 31, 2023)
*10.14	UnitedHealth Group Executive Savings Plan (2024 Statement) (incorporated by reference to Exhibit 10.31 to UnitedHealth Group Incorporated's Annual Report on Form 10-K for the year ended December 31, 2023)
*10.15	First Amendment of UnitedHealth Group Executive Savings Plan (2024 Statement)
*10.16	Second Amendment of UnitedHealth Group Executive Savings Plan (2024 Statement)
*10.17	Executive Long-Term Disability Program, dated as of January 1, 2021 (incorporated by reference to Exhibit 10.28 to UnitedHealth Group Incorporated's Annual Report on Form 10-K for the year ended December 31, 2022)
*10.18	Summary of Non-Management Director Compensation

*10.19	UnitedHealth Group Directors' Compensation Deferral Plan (2023 Statement) (incorporated by reference to Exhibit 10.30 to UnitedHealth Group Incorporated's Annual Report on Form 10-K for the year ended December 31, 2022)
*10.20	Amended and Restated Employment Agreement, effective as of June 7, 2016, between United HealthCare Services, Inc. and John Rex (incorporated by reference to Exhibit 10.1 to UnitedHealth Group Incorporated's Quarterly Report on Form 10-Q for the quarter ended June 30, 2016)
*10.21	Amended and Restated Employment Agreement, dated February 3, 2021, between the Company and Andrew P Witty (incorporated by reference to Exhibit 5.02 to UnitedHealth Group Incorporated's Current Report on Form 8-K filed on February 8, 2021)
*10.22	Employment Agreement, effective as of May 12, 2025, between United HealthCare Services, Inc. and Stephen Hemsley (incorporated by reference to Exhibit 10.1 to UnitedHealth Group Incorporated's Quarterly Report on Form 10-Q filed on August 11, 2025)
*10.23	Employment Agreement, effective as of September 2, 2025, between United HealthCare Services, Inc. and Wayne DeVeydt (incorporated by reference to Exhibit 10.1 to UnitedHealth Group Incorporated's Current Report on Form 8-K filed on July 31, 2025)
*10.24	Amended and Restated Employment Agreement, effective as of May 6, 2025, between United HealthCare Services, Inc. and Patrick Conway
*10.25	Employment Agreement, effective as of February 23, 2014, between United HealthCare Services, Inc. and Timothy Noel
*10.26	Amendment to Employment Agreement, effective as of January 22, 2025, between United HealthCare Services, Inc. and Timothy Noel
*10.27	Amended and Restated Employment Agreement, effective as of April 1, 2024, between United HealthCare Services, Inc. and Heather Cianfrocco (incorporated by reference to Exhibit 10.45 to UnitedHealth Group Incorporated's Annual Report on Form 10-K filed on February 27, 2025)
*10.28	Amended and Restated Employment Agreement, effective as of June 4, 2024, between United HealthCare Services, Inc. and Christopher Zaetta (incorporated by reference to Exhibit 10.48 to UnitedHealth Group Incorporated's Annual Report on Form 10-K filed on February 27, 2025)
19.1	Insider Trading Policy (incorporated by reference to Exhibit 19.1 to UnitedHealth Group Incorporated's Annual Report on Form 10-K for the year ended December 31, 2024)
21.1	Subsidiaries of UnitedHealth Group Incorporated
23.1	Consent of Independent Registered Public Accounting Firm
24.1	Power of Attorney
31.1	Certifications pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certifications pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
97.1	UnitedHealth Group Dodd-Frank Clawback Policy, effective December 1, 2023 (incorporated by reference to Exhibit 97.1 to UnitedHealth Group Incorporated's Annual Report on Form 10-K for the year ended December 31, 2023)
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and embedded within Exhibit 101).

* Denotes management contracts and compensation plans in which certain directors and named executive officers participate and which are being filed pursuant to Item 601(b)(10)(iii)(A) of Regulation S-K.

** Pursuant to Item 601(b)(4)(iii) of Regulation S-K, copies of instruments defining the rights of certain holders of long-term debt are not filed. The Company will furnish copies thereof to the SEC upon request.

(c) Financial Statement Schedule

Schedule I - Condensed Financial Information of Registrant (Parent Company Only).

Schedule I

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of UnitedHealth Group Incorporated and Subsidiaries:

Opinion on the Financial Statement Schedule

We have audited the consolidated financial statements of UnitedHealth Group Incorporated and Subsidiaries (the "Company") as of December 31, 2025 and 2024, and for each of the three years in the period ended December 31, 2025, and the Company's internal control over financial reporting as of December 31, 2025, and have issued our reports thereon dated March 2, 2026; such reports are included elsewhere in this Form 10-K. Our audits also included the financial statement schedule of the Company listed in the Index at Item 15. This financial statement schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statement schedule based on our audits. In our opinion, the financial statement schedule, when considered in relation to the consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

/s/ DELOITTE & TOUCHE LLP

Minneapolis, Minnesota
March 2, 2026

Schedule I

Condensed Financial Information of Registrant
(Parent Company Only)
UnitedHealth Group
Condensed Balance Sheets

(in millions, except per share data)	December 31, 2025	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	$ 303	$ 234
Other current assets	1,533	411
Total current assets	1,836	645
Equity in net assets of subsidiaries	206,415	179,888
Long-term notes receivable from subsidiaries	679	6,062
Other assets	673	920
Total assets	$ 209,603	$ 187,515
Liabilities and shareholders' equity		
Current liabilities:		
Accounts payable and accrued liabilities	$ 2,812	$ 1,501
Intercompany payable, net	10,236	679
Short-term notes payable to subsidiaries	2,503	2,016
Short-term borrowings and current maturities of long-term debt	5,887	4,348
Total current liabilities	21,438	8,544
Long-term debt, less current maturities	71,794	71,831
Long-term notes payable to subsidiaries	21,676	14,405
Other liabilities	585	77
Total liabilities	115,493	94,857
Commitments and contingencies (Note 4)		
Shareholders' equity:		
Preferred stock, $0.001 par value -10 shares authorized; no shares issued or outstanding	—	—
Common stock, $0.01 par value - 3,000 shares authorized; 906 and 915 issued and outstanding	9	9
Additional paid-in capital	559	—
Retained earnings	95,603	96,036
Accumulated other comprehensive loss	(2,061)	(3,387)
Total UnitedHealth Group shareholders' equity	94,110	92,658
Total liabilities and shareholders' equity	$ 209,603	$ 187,515

See Notes to the Condensed Financial Statements of Registrant

Schedule I

Condensed Financial Information of Registrant
(Parent Company Only)
UnitedHealth Group
Condensed Statements of Comprehensive Income

(in millions)	For the Years Ended December 31, 2025	2024	2023
Revenues:			
Investment and other income	$ 154	$ 368	$ 312
Total revenues	154	368	312
Operating costs:			
Operating costs	10	108	35
Interest expense	4,780	4,544	3,469
Total operating costs	4,790	4,652	3,504
Loss before income taxes	(4,636)	(4,284)	(3,192)
Benefit for income taxes	974	1,032	654
Loss of parent company	(3,662)	(3,252)	(2,538)
Equity in undistributed income of subsidiaries	15,718	17,657	24,919
Net earnings	12,056	14,405	22,381
Other comprehensive income	1,326	3,640	1,366
Comprehensive income	$ 13,382	$ 18,045	$ 23,747

See Notes to the Condensed Financial Statements of Registrant

Schedule I

Condensed Financial Information of Registrant
(Parent Company Only)
UnitedHealth Group
Condensed Statements of Cash Flows

(in millions)	For the Years Ended December 31, 2025	2024	2023
Operating activities			
Cash flows from operating activities	$ 13,311	$ 4,852	$ 17,443
Investing activities			
Issuances of notes to subsidiaries	(3,901)	(349)	(41)
Repayments of notes to subsidiaries	8,655	225	817
Cash paid for acquisitions and other transactions	(4,648)	(13,750)	(8,144)
Return of capital to parent company	901	21	639
Capital contributions to subsidiaries	(6,822)	—	(2,472)
Cash received from dispositions, net	458	2,444	624
Other, net	—	30	286
Cash flows used for investing activities	(5,357)	(11,379)	(8,291)
Financing activities			
Common stock repurchases	(5,545)	(9,000)	(8,000)
Proceeds from common stock issuances	827	1,846	1,353
Cash dividends paid	(7,916)	(7,533)	(6,761)
Proceeds from (repayments of) short-term borrowings, net	807	(151)	11
Proceeds from issuance of long-term debt	2,969	17,811	6,394
Repayments of long-term debt	(3,050)	(3,000)	(2,125)
(Repayments of) proceeds from short-term notes from subsidiaries, net	(677)	(7,966)	1,188
Proceeds from long-term notes from subsidiaries	7,162	14,396	—
Repayments of long-term notes from subsidiaries	(2,120)	(28)	—
Other, net	(342)	(390)	(702)
Cash flows (used for) from financing activities	(7,885)	5,985	(8,642)
Increase (decrease) in cash and cash equivalents	69	(542)	510
Cash and cash equivalents, beginning of period	234	776	266
Cash and cash equivalents, end of period	$ 303	$ 234	$ 776
Supplemental cash flow disclosures			
Cash paid for interest	$ 4,817	$ 4,241	$ 3,257
Cash paid for income taxes	1,119	2,450	4,426

See Notes to the Condensed Financial Statements of Registrant

Schedule I

Condensed Financial Information of Registrant
(Parent Company Only)
UnitedHealth Group
Notes to Condensed Financial Statements

1. Basis of Presentation

UnitedHealth Group's parent company financial information has been derived from its consolidated financial statements and should be read in conjunction with the consolidated financial statements included in this Form 10-K. The accounting policies for the registrant are the same as those described in Note 2 of the Notes to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data."

2. Subsidiary Transactions

Investment in Subsidiaries. UnitedHealth Group's investment in subsidiaries is stated at cost plus equity in undistributed earnings of subsidiaries.

Dividends, Capital Distributions and Contributions. Cash dividends received from subsidiaries and included in Cash Flows from Operating Activities in the Condensed Statements of Cash Flows were $6.8 billion, $19.3 billion and $18.5 billion in 2025, 2024 and 2023, respectively. The parent company received $901 million, $21 million and $639 million in cash as a return of capital during 2025, 2024 and 2023, respectively. Cash contributions to the parent company's subsidiaries were $6.8 billion and $2.5 billion in 2025 and 2023, respectively, with no cash contributions in 2024. Additionally, in 2025, the parent company made $5.1 billion of non-cash contributions in the form of intercompany receivables to its subsidiaries.

3. Short-Term Borrowings and Long-Term Debt

Discussion of short-term borrowings and long-term debt can be found in Note 8 of the Notes to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data." Long-term debt obligations of the parent company do not include other financing obligations at subsidiaries which totaled $708 million and $724 million at December 31, 2025 and 2024, respectively.

Maturities of short-term borrowings and long-term debt for the years ending December 31 are as follows:

(in millions)	
2026	$ 5,900
2027	3,425
2028	3,500
2029	3,550
2030	3,750
Thereafter	58,552

UnitedHealth Group's parent company had short-term notes payable to subsidiaries of $2.5 billion and $2.0 billion as of December 31, 2025 and 2024, respectively, which included on-demand features. UnitedHealth Group's parent company had long-term notes payable to subsidiaries of $21.7 billion and $14.4 billion as of December 31, 2025 and 2024, respectively. For the year ended December 31, 2025, the Company converted $2.9 billion of short-term intercompany payables to long-term notes payables.

4. Commitments and Contingencies

Certain subsidiaries are guaranteed by UnitedHealth Group's parent company in the event of insolvency. UnitedHealth Group's parent company also provides guarantees related to its service level under certain contracts. None of the amounts accrued, paid or charged to income for service level guarantees were material as of December 31, 2025, 2024 or 2023.

For a summary of commitments and contingencies, see Note 12 of the Notes to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data."

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: March 2, 2026

UNITEDHEALTH GROUP INCORPORATED

By /s/ STEPHEN HEMSLEY

Stephen Hemsley
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ STEPHEN HEMSLEY **Stephen Hemsley**	Chair and Chief Executive Officer (principal executive officer)	March 2, 2026
/s/ WAYNE DEVEYDT **Wayne DeVeydt**	Chief Financial Officer (principal financial officer)	March 2, 2026
/s/ THOMAS ROOS **Thomas Roos**	Senior Vice President and Chief Accounting Officer (principal accounting officer)	March 2, 2026
* **Charles Baker**	Director	March 2, 2026
* **Timothy Flynn**	Director	March 2, 2026
* **Paul Garcia**	Director	March 2, 2026
* **Kristen Gil**	Director	March 2, 2026
* **Scott Gottlieb, M.D.**	Director	March 2, 2026
* **Michele Hooper**	Director	March 2, 2026
* **F. William McNabb III**	Director	March 2, 2026
* **Valerie Montgomery Rice, M.D.**	Director	March 2, 2026
* **John Noseworthy, M.D.**	Director	March 2, 2026

*By /s/ CHRISTOPHER ZAETTA

Christopher Zaetta
As Attorney-in-Fact

UNITEDHEALTH GROUP

RESTRICTED STOCK UNIT AWARD

Award Date (mm/dd/yyyy)	Number of Units	Final Vesting Date (mm/dd/yyyy)
#GrantDate#	#QuantityGranted#	#GrantCustom2#

THIS CERTIFIES THAT UnitedHealth Group Incorporated, on behalf of itself and its subsidiaries, related and affiliated companies, and all divisions, successors, and assigns of them (collectively, the "Company") has on the award date specified above (the "Award Date") granted to

#ParticipantName#

("Participant") an award (the "Award") to receive that number of restricted stock units (the "RSUs") indicated above in the box labeled "Number of Units," each RSU representing the right to receive one share of UnitedHealth Group Incorporated Common Stock, $.01 par value per share (the "Common Stock"), subject to certain restrictions and on the terms and conditions contained in this Award and the UnitedHealth Group Incorporated 2020 Stock Incentive Plan (the "Plan").

The Participant acknowledges and agrees that the Company may deliver, by electronic mail, the use of the Internet, including through the website of the agent appointed by the Compensation and Human Resources Committee of the Board of Directors of the Company (the "Committee") to administer the Plan, the Company intranet web pages or otherwise, any information concerning the Company, the Award, the Plan, pursuant to which the Company granted the Award, and any information required by the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

A copy of the Plan is available upon request. In the event of any conflict between the terms of the Plan and this Award certificate, the terms of the Plan shall govern. Any terms not defined herein shall have the meaning set forth in the Plan.

* * * * *

1. Rights of the Participant with Respect to the RSUs.

(a) No Shareholder Rights. The RSUs granted pursuant to this Award certificate do not and shall not entitle Participant to any rights of a shareholder of Common Stock, except as provided below. The rights of Participant with respect to the RSUs shall remain forfeitable at all times prior to the date on which such rights become vested, and the restrictions with respect to the RSUs lapse, in accordance with Section 2, 3 or 4.

(b) Conversion of RSUs; Issuance of Common Stock. No shares of Common Stock shall be issued to Participant prior to the date on which the RSUs vest, and the restrictions with

respect to the RSUs lapse, in accordance with Section 2, 3 or 4. Neither this Section 1(b) nor any action taken pursuant to or in accordance with this Section 1(b) shall be construed to create a trust of any kind. After any RSUs vest pursuant to Section 2, 3 or 4, the Company shall promptly cause to be issued shares of Common Stock to Participant or in the name of Participant's legal representatives, beneficiaries, or heirs, as the case may be, in payment of such vested whole RSUs, at the times provided in Section 2, 3 or 4, as applicable.

(c) Dividends. If a cash dividend is declared and paid by the Company with respect to the Common Stock, Participant shall be credited as of the applicable dividend payment date with an additional number of whole and/or fractional RSUs (the "Dividend Units") equal to (i) the total cash dividend Participant would have received had Participant's RSUs (and any previously credited Dividend Units with respect thereto) been actual shares of Common Stock, divided by (ii) the Fair Market Value of a share of Common Stock as of the applicable dividend payment date. As of each vesting date pursuant to Sections 2, 3 or 4, the number of Dividend Units paid on the RSUs vesting on such vesting date shall become vested, earned, and payable in the form of shares of Common Stock; provided, however, that any vested Dividend Units not converted into a whole share of Common Stock may be converted into a fractional Dividend Unit or a cash payment. To the extent Participant's rights to any unvested RSUs are forfeited, the Dividend Units paid on such forfeited RSUs shall also be forfeited. The terms of this Award certificate shall apply to all Dividend Units paid on the RSUs.

2. Vesting. Subject to the terms and conditions of this Award certificate, __% of the RSUs shall vest, and the restrictions with respect to the RSUs shall lapse, on each of the _____ anniversaries of the grant date if Participant remains continuously employed by the Company or any Affiliate until the respective vesting dates. Any RSUs that vest pursuant to this Section 2 shall be paid to Participant no later than March 15th of the year following the year in which the vesting event occurs (which payment schedule is intended to comply with the "short-term deferral" exemption from the application of Section 409A of the Code).

3. Early Vesting On Certain Terminations On or After Change in Control. Notwithstanding the other vesting provisions contained in Section 2 and Section 4, but subject to the other terms and conditions set forth herein, all of the RSUs shall become immediately and unconditionally vested if, on or within two years after the effective date of a Change in Control, the Participant ceases to be an employee of the Company or any Affiliate as a result of a termination of employment (i) by the Participant for Good Reason, (ii) by the Company or any Affiliate without Cause, (iii) at a time when Participant is eligible for Retirement (as defined below), (iv) due to Participant's Disability (as defined below), or (v) in the circumstances described in Section 4(c); provided that in the case of a termination for Good Reason, the RSUs shall vest if the Participant gives written notice of the circumstances constituting Good Reason within two years after the effective date of the Change in Control, if the Company fails to cure the circumstances constituting Good Reason within 60 days of the receipt of such notice and the Participant resigns within 30 days after the end of the cure period, all as provided in Section 3(d). Any RSUs that vest pursuant to this Section 3 shall be paid to Participant in a lump sum within thirty (30) days after the date of Participant's Separation from Service. For purposes of this Award:

(a) "Affiliate" shall mean (i) any entity that, directly or indirectly through one or more intermediaries, is controlled by the Company and (ii) any entity in which the Company has a significant equity interest, as determined by the Committee.

(b) "Change in Control" shall mean the sale of all or substantially all of the Company's assets or any merger, reorganization, or exchange or tender offer which, in each case, will result in a change in the power to elect 50% or more of the members of the Board of Directors of the Company; provided, however, that such a sale, merger, or other event must also constitute either (i) a "change in the ownership" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(v), (ii) a "change in the effective control" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(vi)(A)(1) (replacing "30 percent" with "50 percent" as used in such regulation), or (iii) a change "in the ownership of a substantial portion of the assets" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(vii).

(c) "Cause" shall mean Participant's (i) material failure to follow the Company's reasonable direction or to perform any duties reasonably required on material matters, (ii) material violation of, or failure to act upon or report known or suspected violations of, the Company's Code of Conduct, as may be amended from time to time, (iii) conviction of any felony, (iv) commission of any criminal, fraudulent, or dishonest act in connection with Participant's employment, (v) breach of any of the Restrictive Covenants in Section 8 of this Award certificate or a material breach of any employment agreement between Participant and the Company or any Affiliate, if any, or (vi) conduct that is materially detrimental to the Company's interests. The Company will, within 120 days of discovery of the conduct, give Participant written notice specifying the conduct constituting Cause in reasonable detail and Participant will have 60 days to remedy such conduct, if such conduct is reasonably capable of being remedied. In any instance where the Company may have grounds for Cause, failure by the Company to provide written notice of the grounds for Cause within 120 days of discovery shall be a waiver of its right to assert the subject conduct as a basis for termination for Cause.

(d) "Good Reason" shall mean the occurrence of any of the following without Participant's written consent, in each case, when compared to the arrangements in effect immediately prior to the Change in Control:

(i) any reduction in Participant's base salary or target bonus expressed as a percentage of the Participant's base salary, other than a reduction that is pursuant to a general reduction affecting a group of employees;

(ii) a change in the principal location at which the Participant is required to perform his or her duties, if the new location is 50 miles or more further from the Participant's principal residence than the original location; or

(iii) a material diminution in Participant's duties, responsibilities, or authority; [or]

(iv) [a change in Participant's reporting relationship][1].

[1] As applicable.

Participant will, within 120 days of discovery of such circumstances, give the Company written notice specifying the circumstances constituting Good Reason in reasonable detail and, upon receipt of such notice, the Company shall have 60 days to cure the circumstances constituting Good Reason. Failure by Participant to provide written notice of the grounds for Good Reason within 120 days of discovery, or failure by the Participant to resign within 30 days after the end of the Company's 60-day cure period, shall be a waiver of Participant's right to assert the subject circumstance as a basis for termination for Good Reason.

(e) "Separation from Service" shall mean when Participant dies, retires, or otherwise has a termination of employment with the Company that constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h)(1), without regard to the optional alternative definitions available thereunder.

(f) Possible Acceleration of Vesting and Payment. If the Award is terminated pursuant to a Change in Control and is not assumed by a party to the Change in Control (and no such party issues a new award in substitution for the Award, as determined by the Committee), the Committee may provide for immediate vesting of the Award, and the issuance of shares of Common Stock, securities of a party to the Change in Control, or cash, or any combination thereof, in full satisfaction of the Award. Notwithstanding anything in the Plan or any other agreement to the contrary, there is no discretion to change the time of payment of the RSUs (in connection with a Change in Control, similar event, or otherwise) except as expressly provided in this Section 3 or as otherwise permitted under, and would not result in any tax, penalty, or interest under, Section 409A of the Code.

(g) Section 409A - Possible Six-Month Delay in Payment. Notwithstanding any provision of this Award certificate to the contrary, if payment of the RSUs is triggered by Participant's Separation from Service as provided in this Section 3 or Section 4 and, as of the date of such Separation from Service, Participant is a "specified employee" (within the meaning of Section 409A of the Code and determined pursuant to procedures adopted by the Company), Participant shall not be entitled to such payment of the RSUs until the earlier of (i) the date which is six (6) months after Participant's Separation from Service for any reason other than death, or (ii) the date of Participant's death. Any amounts otherwise payable to Participant upon or in the six (6) month period following Participant's Separation from Service that are not so paid by reason of this Section 3(g) shall be paid (without interest) as soon as practicable (and in all events within thirty (30) days) after the date that is six (6) months after Participant's Separation from Service (or, if earlier, as soon as practicable, and in all events within thirty (30) days, after the date of Participant's death). The provisions of this Section 3(g) shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty, or interest pursuant to Section 409A of the Code.

4. Termination of Employment.

(a) Termination of Employment Generally. Except as expressly provided in Section 3 or this Section 4, if, prior to vesting of the RSUs pursuant to Section 2, Participant ceases to be an employee of the Company or any Affiliate for any reason (voluntary or involuntary), and does not continue after such cessation of service to be either an employee of the Company or any Affiliate,

then Participant's rights to all of the unvested RSUs shall be immediately and irrevocably forfeited on the date of termination.

(b) Death or Permanent Disability. If Participant dies while employed by the Company or any Affiliate, or if Participant receives disability benefits under the long-term disability insurance program of the Company or the Affiliate by which the Participant is employed for a period of at least three months ("Disability"), then all unvested RSUs shall become immediately vested, and the restrictions with respect to all of the RSUs shall lapse, as of the date of such death or Disability. Any RSUs that vest pursuant to this Section 4(b) shall be paid to Participant or Participant's estate not later than 90 days after the date of such death or Disability. Notwithstanding the foregoing, if the condition that results in Participant receiving Disability benefits is not a medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, then the RSUs shall become immediately vested as provided above, but settlement shall be on the dates on which the RSUs would have vested under the original vesting schedule set forth in Section 2.

(c) Severance. If Participant's employment with the Company or any Affiliate terminates at a time when Participant is not eligible for Retirement (and other than due to Participant's death or Disability) and, in the circumstances, Participant is entitled to severance or separation pay, the following provisions of this Section 4(c) will apply. If Participant is entitled to severance under the Company's severance pay plan as in effect on the date hereof, then the RSUs shall continue to vest, and the restrictions with respect to the RSUs shall continue to lapse, for the period of such severance that Participant is eligible to receive. If Participant is entitled to severance under an employment agreement entered into with the Company or an Affiliate on or prior to the date hereof, then vesting of the RSUs, and lapsing of their restrictions, shall continue for the period of such severance that Participant would be entitled to receive under that agreement as of the date hereof. If Participant is entitled to severance or separation pay under a plan or agreement as of the date hereof, other than under the Company's severance pay plan or an employment agreement entered into with the Company or an Affiliate, then vesting of the RSUs, and lapsing of their restrictions, shall continue for three months from the date of termination, regardless of the period for which severance or separation pay is payable. In any case, should Participant's severance or separation pay be paid in a lump sum versus bi-weekly payments, the RSUs shall continue to vest for the period of time in which severance or separation pay would have been paid had it been paid bi-weekly. Any RSUs that vest pursuant to this Section 4(c) shall be paid to Participant on the dates on which the RSUs would have vested under the original vesting schedule set forth in Section 2. For avoidance of doubt, any RSUs that are unvested on the date of termination of Participant's employment and do not vest under the schedule set forth in Section 2 during the applicable severance or separation pay period identified above in this Section 4(c) shall be forfeited.

(d) Retirement. If Participant ceases to be an employee of the Company or any Affiliate and Participant is eligible for Retirement at the time of such termination of employment, then the vesting of the RSUs shall continue as if such termination of employment had not occurred, subject to provisions set out in Section 7 below. Any RSUs that vest pursuant to this Section 4(d) shall be paid to Participant on the dates on which the RSUs would have vested under the original vesting schedule set forth in Section 2.

(e) For purposes of this Award certificate, "Retirement" means the termination of employment of a Participant who is age 55 or older with at least ten years of Recognized Employment with the Company or any Affiliate other than by reason of (i) death or Disability or (ii) Cause.

(f) For purposes of this Award certificate, "Recognized Employment" shall include only employment since the Participant's most recent date of hire by the Company or any Affiliate [and shall not include employment with a company acquired by the Company or any Affiliate before the date of such acquisition][1].

5. Restriction on Transfer. Participant may not transfer the RSUs except by will or by the laws of descent and distribution. Notwithstanding the foregoing, the Award may be transferred to an alternate payee pursuant to the terms of a domestic relations order (as such terms are defined by Section 414(p) of the Code), provided that (i) the Participant is an employee at the time the domestic relations order is entered, (ii) the Award was outstanding at the time the domestic relations order is entered, and (iii) the transfer otherwise satisfies all requirements of the Plan and any limitations and requirements established by the Committee. Any attempt to otherwise transfer the RSUs shall be void.

6. Special Restriction on Transfer for Certain Participants. If Participant is an officer of the Company within the meaning of Section 16 of the Securities Exchange Act of 1934 and Rule 16a-1 issued thereunder, as such status is reasonably determined from time to time by the Board of Directors of the Company (a "Section 16 Officer"), at any time that shares of Common Stock are issued upon the vesting of RSUs and the Company has theretofore communicated Participant's status as a Section 16 Officer to Participant, the following special transfer restrictions apply to Participant's Award. One-third (1/3) of the net number of any shares of Common Stock acquired by Participant upon the vesting of RSUs at a time when Participant is a Section 16 Officer (including any shares of Common Stock or other securities into which such shares may be converted or exchanged as a result of any adjustment made pursuant to this Award or Section 7 of the Plan) must be retained, and may not be sold or otherwise transferred, for a period of at least one year following the applicable vesting date. For purposes of this Award, the "net number of any shares of Common Stock acquired" shall mean the number of shares issued upon vesting of RSUs after reduction for any shares of Common Stock withheld by or tendered to the Company, or sold on the market, to cover any federal, state, local, or other payroll, withholding, income, or other applicable tax withholding required in connection with the issuance of the shares. The restrictions of this Section 6 are in addition to, and not in lieu of, the restrictions imposed under other Company policies and applicable laws.

7. Forfeiture of RSUs and Shares of Common Stock. This Section 7 sets forth circumstances under which Participant shall forfeit all or a portion of the RSUs or be required to repay the Company for the value realized in respect of all or a portion of the RSUs.

(a) If a Participant is subject to and found in violation of the Company Recoupment and Cancellation Policy, as in effect from time to time (the "Policy"), the Participant's outstanding RSUs, whether or not vested, may be forfeited, and the Participant may be required to repay the

[2] As applicable.

amount realized upon the settlement of previously settled RSUs, to the extent and in the manner provided in the Policy.

(b) Violation of Restrictive Covenants. If Participant violates any provision of the Restrictive Covenants set forth in Section 8 below, then any unvested RSUs shall be immediately and irrevocably forfeited without any payment therefor. In addition, for any RSUs that vested within one year prior to Participant's termination of employment with the Company or any Affiliate or at any time after such termination of employment, the Participant shall be required, upon demand, to repay or otherwise reimburse the Company (including by forfeiting any deferred compensation credits in respect of such RSUs under the Company's non-qualified compensation deferral plans) an amount having a value equal to the aggregate Fair Market Value of the shares of Common Stock underlying such RSUs on the date the RSUs became vested.

(c) In General. This Section 7 does not constitute the Company's exclusive remedy for Participant's violation of the Restrictive Covenants or commission of fraudulent conduct. As the forfeiture and repayment provisions are not adequate remedies at law, the Company may seek any additional legal or equitable remedy, including injunctive relief, for any such violations, except that, if unvested RSUs continue to vest under Section 4 following the termination of Participant's employment with the Company or any Affiliate, then, with respect to the Restrictive Covenants in Sections 8(c) or (d) below, the maximum period of time to which Company shall be entitled to injunctive relief is a total of two (2) years following the termination of Participant's employment with the Company or any Affiliate, not counting any time period that Participant is in violation of the Restrictive Covenants in Sections 8(c) or (d) below and during which time the running of the time periods for the restrictions set forth in Sections 8(c) and (d) of this Agreement shall be tolled as permitted by applicable law such that the running of the two (2) year time period shall commence only once Participant is in compliance with the Restrictive Covenants. The provisions in this Section 7 are essential economic conditions to the Company's grant of RSUs to Participant. By receiving the grant of RSUs hereunder, Participant agrees that the Company may deduct from any amounts it owes Participant from time to time (such as wages or other compensation, deferred compensation credits, vacation pay, any severance or other payments owed following a termination of employment, as well as any other amounts owed to the Participant by the Company) to the extent of any amounts Participant owes the Company under this section. The provisions of this Section 7 and any amounts repayable by Participant hereunder are intended to be in addition to any rights to repayment the Company may have under Section 304 of the Sarbanes-Oxley Act of 2002, Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and other applicable law.

8. Assignment and Restrictive Covenants. In consideration of the terms of this Award certificate and the Company's sharing of Confidential Information with the Participant, which the Participant agrees constitute adequate and sufficient mutually agreed consideration, the Participant agrees to the Assignment and Restrictive Covenants set forth below in this Section 8.

(a) Assignment of Intellectual Property. Participant agrees to assign and hereby assigns to Company all rights, titles and interests Participant may have in or to any invention, innovation, computer program, software, database, discovery, idea, writing, improvement, process, technique or other works (collectively "Intellectual Property") whether or not patentable or registrable under copyright or similar statutes, created or conceived by Participant, either alone

or jointly with others, during Participant's employment that: (i) relates in any manner to the actual or anticipated business, research, or development of Company; (ii) results from work assigned to or performed by Participant for Company; and/or (iii) is conceived of or made with the use of Company systems, equipment, supplies, materials, facilities, computer programs, confidential information and/or trade secret information (collectively "Company Resources"). This assignment does not apply to Intellectual Property that meets all of the following criteria: (i) no Company Resources were used in its creation; (ii) the Intellectual Property was developed entirely on Participants own time; (iii) at the time of conception or reduction to practice the Intellectual Property does not relate to Company's business, actual or anticipated research or development; and (iv) the Intellectual Property does not result from any work performed by Participant for Company. Participant shall disclose to Company all Intellectual Property developed during Participant's employment so that Company may determine any rights it many have in such Intellectual Property.

(b) Non-Disclosure. Participant has or will be given access to and provided with sensitive, confidential, proprietary and/or trade secret information (collectively, "Confidential Information") in the course of Participant's employment. Examples of Confidential Information include inventions, new product or marketing plans, business strategies and plans, merger and acquisition targets, financial and pricing information, computer programs, source codes, models and data bases, analytical models, customer lists and information, and supplier and vendor lists and other information which is not generally available to the public. Participant shall not disclose or use Confidential Information, either during or after Participant's employment with the Company, except (i) as necessary to perform Participant's duties, (ii) as the Company may consent in writing, or (iii) as permitted by Section 8(g) below.

(c) Non-Solicitation. During Participant's employment and for two years after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date under Section 4, Participant shall not, without the Company's prior written consent, directly or indirectly, for Participant or for any other person or entity, as agent, employee, officer, director, consultant, owner, principal, partner, shareholder, or in any other individual or representative capacity:

(i) Solicit or conduct business with any business competitive with the Company from any person or entity: (A) who was a Company provider or customer within the 12 months before Participant's employment termination and with whom Participant had contact regarding the Company's activity, products or services, or for whom Participant provided services or supervised employees who provided those services, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity, or (B) was a prospective provider or customer the Company solicited within the 12 months before Participant's employment termination and with whom Participant had contact for the purposes of soliciting the person or entity to become a provider or customer of the Company, or supervised employees who had those contacts, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity;

(ii) Raid, hire, employ, recruit or solicit any Company employee or consultant who possesses Confidential Information of the Company to leave the Company;

(iii) Induce or influence any Company employee, consultant, or provider who possesses Confidential Information of the Company to terminate his, her or its employment or other relationship with the Company; or

(iv) Assist anyone in any of the activities listed above.

(d) Non-Competition. During Participant's employment and for one year after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date under Section 4, Participant shall not, without the Company's prior written consent, directly or indirectly, for Participant or for any other person or entity, as agent, employee, officer, director, consultant, owner, principal, partner, shareholder, or in any other individual or representative capacity:

(i) Engage in or participate in any activity that competes, directly or indirectly, with any Company activity, product, or service that Participant engaged in, participated in, or had Confidential Information about during Participant's last 24 months of employment with the Company; or

(ii) Assist anyone in any of the activities listed above.

(e) Geographic Scope.

(i) Participant's obligations under subsections 8(c) and (d) of this "Assignments and Restrictive Covenants" section shall apply on a nationwide basis anywhere in the United States.

(ii) Participant's obligations under this "Assignments and Restrictive Covenants" section shall also apply in any country outside the United States with respect to which Participant had responsibility for any UnitedHealth Group activity, product, or service in that country.

(f) Return of Property. Participant agrees that all tangible materials (whether originals or duplicates), including, but not limited to, notebooks, computers, files, reports, proposals, price lists, lists of actual or potential customers or suppliers, talent lists, formulae, prototypes, tools, equipment, models, specifications, technical data, methodologies, research results, test results, financial data, contracts, agreements, correspondence, documents, computer disks, software, computer printouts, information stored electronically, memoranda, and notes, in Participant's possession, custody, or control which in any way relate to the Company's business and which are furnished to Participant by or on behalf of the Company or which are prepared, compiled or acquired by Participant while working with or employed by the Company shall be the sole property of the Company. At any time upon the request of the Company, and in any event promptly upon termination of Participant's employment with the Company, but in any event no later than two (2) business days after such termination, Participant shall deliver all such materials to the Company and shall not retain any originals or copies (including electronically) of such materials.

(g) No Restriction on Protected Activities. Nothing in this Award certificate prohibits Participant from disclosing information in good faith to any governmental agency, legislative body, or official regarding an alleged violation of law or regulation or otherwise protected under applicable law, including, without limitation, the National Labor Relations Act, the Defend Trade Secrets Act, and any rule or regulation promulgated by the Securities and Exchange Commission, the National Labor Relations Board, the Equal Employment Opportunity Commission, or any other federal, state, or local government agency. Participant acknowledges that, through this Section 8(g), the Company has provided Participant with written notice that, pursuant to the Defend Trade Secrets Act, 8 USC § 1833(b), an employee, consultant, or contractor of an employer may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of an employer's trade secrets, so long as such disclosure is made solely: (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; and/or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, Participant understands that, pursuant to 18 USC § 1831 et seq., an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. The foregoing immunities provided under 18 USC § 1831 et seq. do not apply to any disclosure of Confidential Information or trade secrets of an employer's clients, customers, or counterparties, or of any other third parties. For purposes of this paragraph solely, "trade secret" has the meaning set forth in 18 USC § 1839.

(h) Exceptions. Notwithstanding the foregoing, this Section 8 will apply only to the extent permissible under provisions of the ABA Model Rules of Professional Conduct, or any applicable state counterpart regarding restrictions on the right to practice law. If Participant is a resident of any of the states listed in Exhibit A as of the Award Date, then the exceptions and acknowledgements set forth in Exhibit A shall apply to Participant.

(i) Acknowledgment of Obligations. By accepting the Award, Participant agrees that the provisions of this Section 8 are reasonable and necessary to protect the legitimate interests of the Company. Participant further acknowledges that Participant's obligations under this Section 8 are in addition to, and do not limit, any and all obligations concerning the same subject matter arising under any applicable law, including, without limitation, common law and statutory law relating to fiduciary duties and trade secrets. To the extent Participant and the Company agree at any time to enter into separate agreements containing restrictive covenants or assignment of intellectual property with different or inconsistent terms than those contained herein, Participant and the Company acknowledge and agree that such different or inconsistent terms shall not in any way affect or have relevance to the Assignment and Restrictive Covenants contained herein. If Participant is a resident of Colorado, Participant acknowledges that Sections 8(c) and (d) contain covenants not to compete that could restrict Participant's options for subsequent employment following separation from the Company.

9. Adjustments to RSUs. In the event that any dividend or other distribution (whether in the form of cash, shares of Common Stock, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination,

repurchase, or exchange of Common Stock or other securities of the Company or other similar corporate transaction or event affecting the Common Stock would be reasonably likely to result in the diminution or enlargement of any of the benefits or potential benefits intended to be made available under the Award (including, without limitation, the benefits or potential benefits of provisions relating to the vesting of the RSUs), the Committee shall, in such manner as it shall deem equitable or appropriate in order to prevent such diminution or enlargement of any such benefits or potential benefits, make adjustments to the Award, including adjustments in the number and type of shares of Common Stock Participant would have received upon vesting of the RSUs.

10. Tax Matters.

(a) Withholdings. In order to comply with all applicable federal, state, and local tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal, state, and local payroll, withholding, income, or other taxes, which are the sole and absolute responsibility of Participant, are withheld or collected from Participant. Participant is liable and responsible for all taxes owed in connection with the Award, regardless of any action the Company takes with respect to any tax withholding obligations that arise in connection with the Award. The ultimate tax liability, which is the Participant's responsibility, may exceed the amount withheld by the Company. On each applicable vesting date, Participant will be deemed to have elected to satisfy Participant's required federal, state, and local payroll, withholding, income, or other tax withholding obligations arising from the receipt of shares or the lapse of restrictions relating to the RSUs, by having the Company withhold a portion of the shares of Common Stock otherwise to be delivered having a Fair Market Value equal to the amount of such taxes (but not in excess of the maximum amount required to be withheld under applicable laws or regulations).

(b) 409A. It is intended that this Award and any amounts payable under this Award shall either be exempt from or comply with Section 409A of the Code (including the Treasury regulations and other published guidance relating thereto) so as not to subject Participant to payment of any additional tax, penalty, or interest imposed under Section 409A of the Code. The provisions of this Award certificate shall be construed and interpreted to avoid the imputation of any such additional tax, penalty, or interest under Section 409A of the Code yet preserve (to the nearest extent reasonably possible) the intended benefit payable to Participant. To the extent that the time or form of payment of any benefit pursuant to this Award would violate the terms of Section 409A, the Committee may revise the time or form of payment to conform to Section 409A. Notwithstanding the foregoing, in no event shall the Company, any Affiliate, the members of the Committee, or any other person have any liability for any additional tax, penalty or interest imposed on Participant by reason of Section 409A or otherwise.

11. Miscellaneous.

(a) Choice of Law. Participant consents to the law of Delaware exclusively being applied to any matter arising out of or relating to this Award certificate, without regard to its conflict of law principles.

(b) At-Will Employment. This Award certificate does not confer on Participant any right to continued employment or any other relationship with the Company or any Affiliate, nor

will it interfere in any way with the right of the Company to terminate Participant at any time. Participant's employment with the Company is at will.

(c) No Trust or Fiduciary Relationship. Neither the Plan nor this Award certificate shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate and Participant or any other person. To the extent that any person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured creditor of the Company or any Affiliate.

(d) Securities Law Requirements. The Company shall not be required to deliver any shares of Common Stock upon the vesting of any RSUs until the requirements of any federal or state securities laws, rules, or regulations or other laws or rules (including the rules of any securities exchange) as may be determined by the Company to be applicable have been and continue to be satisfied (including an effective registration of the shares under federal and state securities laws).

(e) Original Instrument. An original record of this Award certificate and all the terms hereof, executed by the Company, is held on file by the Company. To the extent there is any conflict between the terms contained in any copy of this Award certificate and the terms contained in the original held by the Company, the terms of the original held by the Company shall control.

(f) Survival of Restrictive Covenants. The Restrictive Covenants in Section 8 of this Award certificate and the provisions regarding the forfeiture of RSUs and shares of Common Stock shall survive termination of the RSUs and termination of Participant's relationship with the Company as set forth in Section 8.

(g) Injunctive Relief, Attorney's Fees and Jury Trial. In the event of a breach or a threatened breach of this Award by Participant, Participant acknowledges that the Company will face irreparable injury which may be difficult to calculate in dollar terms and that the Company shall be entitled, in addition to remedies otherwise available at law or in equity, to temporary restraining orders and preliminary injunctions and final injunctions without the posting of a bond enjoining such breach or threatened breach. Should the Company successfully enforce any portion of this Award certificate before a trier of fact or in an arbitration proceeding, the Company shall be entitled to all of its reasonable attorney's fees and costs incurred as a result of enforcing this Award certificate against Participant. Participant waives all rights or entitlement to a jury trial for any matter arising out of or relating to this Award certificate.

(h) No Waiver. No waiver of any breach of any provision of this Award certificate by the Company shall be effective unless it is in writing, and no waiver shall be construed to be a waiver of any succeeding breach or as a modification of such provision. The provisions of this Award certificate shall be severable, and if any provision of this Award certificate is found by any court or arbitrator to be unenforceable, in whole or in part, the remainder of this Award certificate shall nevertheless be enforceable and binding on the parties. Participant also agrees that a court or arbitrator may modify any invalid, overbroad or unenforceable term of this Award certificate so that such term, as modified, is valid and enforceable under applicable law, and that a court or arbitrator is authorized to extend the length of the Restrictive Covenants in Section 8 of this Award certificate for any period of time in which Participant is in breach of the Restrictive Covenants or

as necessary to protect the legitimate business interests of Company. Further, Participant affirmatively states that Participant has not, will not, and cannot rely on any representations not expressly made herein. The terms of this Award certificate shall not be amended by Participant or Company except by the express written consent of the Company and Participant.

(i) Consideration Period; Right to Consult with Counsel. By the Participant's acceptance below, the Participant acknowledges and agrees that the Company provided the Participant with at least ten (10) business days to review and consider this Award certificate and that voluntarily accepting this Award certificate before the expiration of ten (10) business days shall serve as a waiver of the ten (10) day review period. The Participant has the right and is advised to consult with counsel of his/ her choice before signing this document.

(j) Assignability and Change of Position. The rights and/or obligations herein may be assigned by the Company without Participant's consent and shall bind and inure to the benefit of the Company's successors, assigns, and representatives. If the Company makes any assignment of the rights and/or obligations herein, Participant agrees that this Award certificate shall remain binding upon Participant in any event.

Offer Date: **#GrantDate#**

By _____, on behalf of UnitedHealth Group Incorporated

Acceptance Date: **#AcceptanceDate#**

Signed Electronically/Signed Manually: **#Signature#**

Exhibit A

State Law Exceptions to Restricted Stock Unit Award

If Participant is a resident of the following states as of the Award Date, the following exceptions and acknowledgments shall apply to Participant, notwithstanding anything to the contrary in the **Restricted Stock Unit Award** to which this Exhibit A is attached.

****CALIFORNIA**. If Participant is a resident of California: 1) Section 8(c) and Section 8(d) will apply to Participant during Participant's employment but will apply after Participant's employment only to the extent that Participant uses or discloses the Company's trade secrets to perform the activities prohibited by Section 8(c) and Section 8(d); 2) Section 11(a) will not apply to Participant; and 3) nothing in the Award certificate shall prevent Participant from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Participant has reason to believe is unlawful.

****COLORADO**. If Participant is a resident of Colorado as of the Award Date: 1) Section 8 shall be interpreted to apply to the full extent permitted by Colo. Rev. Stat. § 8-2-113 and shall not be interpreted to apply in any manner that would constitute a violation of Colorado law; 2) Section 8(c) will only apply after the termination of Participant's employment to the extent that, at the time of the Award Date and at the termination of Participant's employment, Participant earns an amount of annualized cash equivalent to or greater than sixty percent (60%) of the threshold for highly compensated workers as defined by the Colorado Department of Labor; 3) Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the Award Date and at the termination of Participant's employment, Participant earns an amount of annualized cash compensation equivalent to or greater than the threshold amount for highly compensated workers as defined by the Colorado Department of Labor; and 4) Section 11(a) will not apply to Participant.

****IDAHO**. If Participant is a resident of Idaho as of the Award Date, Participant acknowledges that Participant is a "key employee" as that term is defined in Idaho. Stat. § 44-2702, and that if Participant became employed by or affiliated with a competitor in violation of Section 8(c) it is inevitable that Participant would disclose the Company's trade secrets or other confidential information.

****ILLINOIS**. If Participant is a resident of Illinois as of the Award Date: 1) Participant acknowledges that Participant was provided with 14 calendar days to review this Award certificate and that accepting this Award before the expiration of the 14 days shall serve as a waiver of the 14 day review period; 2) Participant understands that Participant has the right to consult with an attorney prior to accepting the Award, but that any legal consultation is at Participant's own expense; 3) Participant acknowledges that Participant has had an adequate opportunity to consult with an attorney, Participant has read and understands this Award certificate, and is voluntarily accepting the Award; 4) Section 8(c) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant's annualized rate of earnings exceeds the amount set forth in 820 ILCS 90/10(a); and 5) Section 8(d) will only apply after the termination of Participant's

employment to the extent that, at the time of the termination of Participant's employment, Participant's annualized rate of earnings exceeds the amount set forth in 820 ILCS 90/10b).

****LOUISIANA**. If Participant is a resident of Louisiana as of the Award Date, after the termination of Participant's employment Section 8(c)(i) and Section 8(d) shall apply only in the following parishes in the State of Louisiana: Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Baton Rouge, East Carroll, East, Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson, Jefferson Davis, La Salle, Lafayette, Lafourche, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Orleans, Ouachita, Plaquemines, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Bernard, St. Charles, St. Helena, St. James, St. John The Baptist, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Tensas, Terrebonne, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana, and Winn.

****MAINE**. If Participant is a resident of Maine as of the Award Date: 1) the terms of Section 8(d) of this Award certificate regarding Participant's post-termination obligations do not take effect until after one (1) year of Participant's employment with the Company or a period of six (6) months from the date that Participant accepted the Award, whichever is later; 2) Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant earns wages over four hundred percent (400%) of the federal poverty level, as defined in 26 M.R.S.A. § 599-A; and 3) Participant acknowledges that the Company provided Participant with at least three (3) days to review this Award certificate before accepting the Award and that voluntarily accepting the Award before the expiration of three (3) days shall serve as a waiver of the three (3) day review period.

****MARYLAND**. If Participant is a resident of Maryland as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant earns compensation that is more than the amount set forth in Maryland Code, Labor and Employment, § 3-716(a)(1).

****MASSACHUSETTS**. If Participant is a resident of Massachusetts as of the Award Date: 1) Participant acknowledges that Participant was provided with 10 business days to review this Award certificate and that accepting this Award before the expiration of the 10 days shall serve as a waiver of the 10 day review period; 2) Participant understands that Participant has the right to consult with an attorney prior to accepting the Award, but that any legal consultation is at Participant's own expense; and 3) Participant acknowledges that Participant has had an adequate opportunity to consult with an attorney, Participant has read and understands this Award certificate, and is voluntarily accepting the Award.

****MINNESOTA**. If Participant is a resident of Minnesota as of the Award Date: 1) Section 8(d) will apply to Participant during Participant's employment but will apply after Participant's employment only to the extent that Participant uses or discloses the Company's trade secrets or Confidential Information to perform the activities prohibited by Section 8(d); and 2) Participant further agrees that during Participant's employment and for one year after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever

or (ii) the last scheduled vesting date under Section 4, Participant will not, without the Company's prior written consent, engage in any activity or employment in the faithful performance of which it could be reasonably anticipated that Executive would use or disclose the Company's Trade Secrets or Confidential Information.

****NEBRASKA**. If Participant is a resident of Nebraska as of the Award Date, Section 8(d) will not apply after the termination of Participant's employment.

****NEVADA**. If Participant is a resident of Nevada as of the Award Date, after the termination of Participant's employment Section 8(c) and Section 8(d) will not prohibit Participant from providing service to a former provider or customer of the Company if Participant can demonstrate that (i) Participant did not solicit the former provider or customer, (ii) the former provider or customer voluntarily chose to leave the Company and seek services from Participant, and (iii) Participant is otherwise complying with the limitations in this Award certificate other than any limitation on providing services to a former provider or customer who seeks the services of Participant without any contact instigated by Participant.

****NEW HAMPSHIRE**. If Participant is a resident of New Hampshire as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant earns at least two hundred percent (200%) of the federal minimum wage.

****NORTH DAKOTA**. If Participant is a resident of North Dakota as of the Award Date, Section 8(c)(i) and Section 8(d) will apply to Participant during Participant's employment but will apply after Participant's employment only to the extent that Participant uses or discloses the Company's trade secrets to perform the activities prohibited by Section 8(c)(i) and Section 8(d).

****OKLAHOMA**. If Participant is a resident of Oklahoma as of the Award Date: 1) Section 8(d) will not apply after the termination of Participant's employment; and 2) Section 8(c)(i) will apply after Participant's employment only with respect to providers or customers of the Company that are "established customers" of the Company per Okla. Stat. Ann. tit. 15, § 219A.

****OREGON**. If Participant is a resident of Oregon as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that Participant's annual gross salary and commissions, calculated on an annual basis, at the time that Participant's employment ends, exceed the amount set forth in Ore. Rev. Stat. § 653.295(1)(e).

****RHODE ISLAND**. If Participant is a resident of Rhode Island as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant earns more than two hundred fifty percent (250%) of the federal poverty level for individuals as established by the United States Department of Health and Human Services federal poverty guidelines.

****VIRGINIA**. If Participant is a resident of Virginia as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant's average weekly earnings, as calculated in Va. Code § 40.1-28.7:8, are equal to or more than the average weekly wage of the Commonwealth as determined pursuant to subsection B of Va. Code §65.2-500.

****WASHINGTON**. If Participant is a resident of Washington as of the Award Date: 1) Section 8(c)(i) is replaced with the following: "Solicit or conduct business with any business competitive with the Company from any person or entity who is a Company provider or customer and with whom Participant had contact regarding the Company's activity, products or services, or for whom Participant provided services or supervised employees who provided those services, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity;" 2) Section 8(d) will only apply after the termination of Participant's employment to the extent that Participant's annualized earnings, at the time that Participant's employment ends, exceed the amount set forth in RCW 49.62.020; 3) Participant acknowledges that, by this Award certificate, the Company has notified Participant that, even if the post-employment provisions of Section 8(d) are not enforceable against Participant at the time of Participant's acceptance of the Award, those provisions may be enforceable against Participant in the future due to changes in Participant's compensation; 4) Section 11(a) will not apply to Participant; and 5) nothing in the Award certificate shall prevent Participant from discussing or disclosing information Participant reasonably believes under Washington state, federal, or common law to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy.

Exhibit B

For Colorado Residents Only

Please note that a condition of your acceptance of the Award is that you electronically acknowledge the terms of the Award certificate, including the restrictive covenants in Section 8 of the Award certificate.

Please note that the Company is required to inform you that the Award contains covenants not to compete that could restrict your options for subsequent employment following your separation from the Company. **Specifically, Sections 8(c) and 8(d) of the Award certificate contain covenants that place limitations on solicitation on providers and customers of the Company and engaging in certain other competitive activities following the end of your employment. You should carefully review this Agreement before signing it.**

Please also note that the covenants in Sections 8(d) of the Award certificate will apply to you after your employment ends only if you earn an amount of annualized cash compensation equivalent to or greater than the threshold amount for highly compensated workers defined by the Colorado Department of Labor Division of Labor Standards and Statistics and that the covenant in Sections 8(c) will apply to you after your employment ends only if you earn an amount of annualized cash compensation equivalent to or greater than sixty percent (60%) of the threshold. The current threshold for highly compensated workers can be found on the website of the Division of Labor Standards and Statistics at: https://cdle.colorado.gov/dlss

If you choose to accept the Award, your electronic signature acknowledges and applies to this notice when you electronically accept the Award.

I acknowledge and agree that I have read this notice. I have taken advantage of the review period to review and electronically acknowledge the Plan to the full extent that I desired to do so.

Acceptance Date: **#AcceptanceDate#**

Signed Electronically/Signed Manually: **#Signature#**

Exhibit 10.3

UNITEDHEALTH GROUP

NONQUALIFIED STOCK OPTION AWARD

Award Date (mm/dd/yyyy)	Option Shares	Exercise Price	Expiration Date (mm/dd/yyyy)
#GrantDate#	**#QuantityGranted#**	**$#GrantPrice#**	#ExpirationDate#

THIS CERTIFIES THAT UnitedHealth Group Incorporated, on behalf of itself and its subsidiaries, related and affiliated companies, and all divisions, successors, and assigns of them (collectively, the "Company") has on the award date specified above (the "Award Date") granted to

#ParticipantName#

(the "Participant") the option (the "Option") to purchase that number of shares of UnitedHealth Group Incorporated Common Stock, $.01 par value per share (the "Common Stock"), indicated above (the "Option Shares"). The Option that this Award represents will expire on the expiration date indicated above (the "Expiration Date") unless it is terminated prior to that time in accordance with this Award.

The Option Shares represented by this Award shall become exercisable as follows: __% on each of the _____ anniversaries, unless the Option shall have terminated, or the vesting shall have accelerated as provided in this Award. Once the Option has become exercisable for all or a portion of the Option Shares, it will remain exercisable for all or such portion of the Option Shares, as the case may be, until the Option expires or is terminated as provided in this Award.

By accepting this Award, the Participant acknowledges that the Participant will not have any of the rights of a shareholder with respect to the Option Shares until the Option has been duly exercised and the exercise price indicated above (the "Exercise Price") and applicable withholding taxes paid in accordance with this Award. The Participant further acknowledges and agrees that the Company may deliver, by electronic mail, the use of the Internet, including through the website of the agent appointed by the Compensation and Human Resources Committee of the Board of Directors of the Company (the "Committee") to administer the UnitedHealth Group Incorporated 2020 Stock Incentive Plan (the "Plan"), the Company intranet web pages or otherwise, any information concerning the Company, this Award, the Plan pursuant to which the Company granted this Award, and any information required by the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

This Option is subject to the further terms and conditions set forth below and to the terms of the Plan. A copy of the Plan is available upon request. In the event of any conflict between the terms

of the Plan and this Award, the terms of the Plan shall govern. Any terms not defined herein shall have the meaning set forth in the Plan.

* * * * *

1. Nonqualified Option. The Company does not intend that the Option shall be an Incentive Stock Option governed by the provisions of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. Termination of Option. The Option shall terminate on the Expiration Date. The Option shall terminate prior to the Expiration Date if the Participant ceases to be employed by the Company or any Affiliate, except that:

(a) *General.* Except as expressly provided in Section 10 or this Section 2, if prior to vesting of the Option as set forth herein, the Participant ceases to be an employee of the Company or any Affiliate for any reason (voluntary or involuntary), then the Participant may, at any time within the period set forth in the applicable provision below, exercise the Option to the extent of the full number of Option Shares which were exercisable and which the Participant was entitled to purchase under the Option on the date of the termination of his or her employment.

(b) *Death or Long-Term Disability.* If the Participant dies while employed by the Company or any Affiliate, or if the Participant's employment by the Company or any Affiliate is terminated due to the Participant's failure to return to work as the result of a long-term disability which renders the Participant incapable of performing his or her duties as determined under the provisions of the long-term disability insurance program of the Company or the Affiliate by which the Participant is employed ("Disability"), then: (i) all unvested Option Shares hereunder shall immediately vest and be exercisable, and (ii) the Participant (or the Participant's personal representatives, administrators or guardians, as applicable, or any person or persons to whom the Option is transferred by will or the applicable laws of descent and distribution) may, at any time within the shorter of (1) the Expiration Date of the Option, or (2) a period of five years after the Participant's death or Disability or for such other longer period established at the discretion of the Committee, exercise the Option.

(c) *Severance.* Subject to Section 10, if Participant's employment with the Company or an Affiliate terminates at a time when Participant is not eligible for Retirement (as defined below) and, in the circumstances, Participant is entitled to severance or separation pay, the following provisions will apply. If the Participant is entitled to severance under the Company's severance pay plan as in effect on the date hereof and the Participant is not eligible for Retirement (as defined below) at the time of termination of employment, then the Option shall continue to vest and become exercisable for the period of such severance. If Participant is entitled to severance under an employment agreement entered into with the Company or an Affiliate on or prior to the date hereof, then the Option shall continue to vest and become exercisable for the period of such severance that Participant is entitled to receive under that agreement as in effect on the date hereof. In either case, should the Participant be paid in a lump sum versus bi-weekly payments, the Option shall continue to vest for the time in which severance or separation pay would have been paid had it been paid bi-weekly. If the Participant is entitled to severance or separation pay under a plan or agreement as of the date hereof, other than under the Company's severance pay plan or an

employment agreement entered into with the Company or an Affiliate, then vesting of the Option shall continue for three months from the date of termination, regardless of the period for which severance or separation pay is payable. Any portion of the Option that vests after the Participant's termination of employment pursuant to this Section 2(c) may be exercised during the Exercise Period (as defined below). For avoidance of doubt, any Options that are unvested on the date of termination of Participant's employment and do not vest under the schedule set forth herein during the applicable severance or separation pay period identified above in this Section 2(c) shall be forfeited. For the purposes of this Section 2(c), "Exercise Period" shall mean the greater of: (i) a period of three months after the date of termination of the Participant's employment; (ii) a period of three months after vesting ceases as provided in Section 2(c) if Participant receives severance or separation pay; or (iii) such other longer period established at the discretion of the Committee, but in no event later than the Expiration Date determined without regard to this Section 2(c).

(d) *Retirement.* If the Participant's employment by the Company or any Affiliate is terminated and at the time of termination the Participant is eligible for Retirement, then (i) the Option shall continue to vest and become exercisable as if such termination of employment had not occurred and (ii) the Participant may, at any time within the shorter of (1) the Expiration Date of the Option, or (2) a period of five years after such termination of employment or for such other longer period established at the discretion of the Committee, exercise the Option to the extent of the full number of Option Shares which are then exercisable.

(e) Anything else contained in this Award certificate notwithstanding, the Option shall in no event be exercisable after the Expiration Date.

(f) For purposes of this Award, "Retirement" means the termination of employment of a Participant who is age 55 or older with at least ten years of Recognized Employment with the Company or any Affiliate other than by reason of (i) death or Disability or (ii) Cause.

(g) For purposes of this Award, "Recognized Employment" shall include only employment since the Participant's most recent date of hire by the Company or any Affiliate [and shall not include employment with a company acquired by the Company or any Affiliate before the date of such acquisition.][1]

3. Manner of Exercise.

(a) *In General*. On the terms set forth herein, the Option may be exercised by the Participant in whole or in part from time to time by delivering notice of exercise (in a form and manner acceptable to the Company) to the Company or the Committee's designated agent, accompanied by payment of the Exercise Price and any applicable withholding taxes in cash or its equivalent, or by any of the following methods, subject to such limitations and restrictions as the Committee may establish (i) by a cashless exercise program established pursuant to Regulation T of the Federal Reserve Board, (ii) by delivery of shares of Common Stock already owned by the Participant, (iii) by withholding shares of Common Stock from the total number of shares of Common Stock acquired upon exercise under the Option having a fair market value, on the exercise date, equal to the aggregate Exercise Price and any applicable withholding taxes, or (iv)

[1] As applicable.

by a combination of any of the preceding methods or such other methods as the Committee may permit.

(b) *Automatic Exercise*. To the extent the vested and exercisable portion of the Option remains unexercised as of the close of business on the date the Option expires (the Expiration Date or such earlier date that is the last date on which the Option may be exercised pursuant to the terms of this Award certificate), that portion of the Option will be exercised without any action by the Participant in accordance with the terms of this Certificate if the Fair Market Value of a Share on that date is at least $0.01 greater than the Exercise Price and the exercise will result in Participant receiving at least one Share.

(c) *Satisfaction of Securities Laws*. Notwithstanding anything to the contrary in this Award certificate, the Company shall not be required to issue or deliver any shares of Common Stock upon exercise of any Option until the requirements of any federal or state securities laws, rules or regulations or other laws or rules (including the rules of any securities exchange) as may be determined by the Company to be applicable have been and continue to be satisfied (including an effective registration of the shares under federal and state securities laws).

(d) *Tax Withholding*. In order to comply with all applicable federal or state income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal or state payroll, withholding, income or other taxes, which are the sole and absolute responsibility of Participant, are withheld or collected from Participant. Participant is liable and responsible for all taxes owed in connection with the Award, regardless of any action the Company takes with respect to any tax withholding obligations that arise in connection with the Award. The ultimate tax liability, which is the Participant's responsibility, may exceed the amount withheld by the Company. To the extent Participant elects to satisfy Participant's required federal, state, and local payroll, withholding, income, or other tax withholding obligations by having the Company withhold a portion of the shares of Common Stock otherwise to be delivered, the fair market value of the shares withheld may not exceed the maximum amount required to be withheld under applicable laws or regulations.

4. No Guarantee of Employment. This Award does not confer on the Participant any right to continued employment or any other relationship with the Company or any Affiliate, nor will it interfere in any way with the right of the Company to terminate Participant at any time. Participant's employment with the Company is at will.

5. No Transfer. During the Participant's lifetime, only the Participant can exercise the Option. The Participant may not transfer the Option except by will or the laws of descent and distribution. Notwithstanding the foregoing, the Option may be transferred to an alternate payee pursuant to the terms of a domestic relations order (as such terms are defined by Section 414(p) of the Code), provided that (i) the Participant is an employee at the time the domestic relations order is entered, (ii) the Option was outstanding at the time the domestic relations order is entered, and (iii) the transfer otherwise satisfies all requirements of the Plan and any limitations and requirements established by the Committee. Any attempt to otherwise transfer the Option shall be void.

6. Special Restriction on Transfer for Certain Participants. If the Participant is an officer of the Company within the meaning of Section 16 of the Securities Exchange Act of 1934 and Rule

16a-1 issued thereunder, as such status is reasonably determined from time to time by the Board of Directors of the Company (a "Section 16 Officer"), at any time that the Option is exercised in whole or in part and the Company has theretofore communicated the Participant's status as a Section 16 Officer to the Participant, the following special transfer restrictions apply to any shares of Common Stock acquired upon the exercise of the Option. One-third (1/3) of the net number of any shares of Common Stock acquired upon the exercise of the Option at a time when the Participant is a Section 16 Officer (including any shares of Common Stock or other securities subject to the Option following any adjustment made pursuant to the Option or Section 7 of the Plan) must be retained, and may not be sold or otherwise transferred, for a period of at least one year following the date the Option is exercised. For purposes of the Option, the "net number of any shares of Common Stock acquired" shall mean the number of shares of Common Stock received with respect to the particular exercise after reduction for any shares of Common Stock withheld by or tendered to the Company, or sold on the market, to cover the Exercise Price of the Option and/or to cover any federal, state, local or other payroll, withholding, income or other applicable tax withholding required in connection with the exercise of the Option. The restrictions of this Section 6 are in addition to, and not in lieu of, the restrictions imposed under other Company policies and applicable laws.

7. Forfeiture of Option and/or Recoupment of Shares. This section sets forth circumstances under which the Participant shall forfeit all or a portion of the Options or be required to repay the Company for the value realized in respect of all or a portion of the Options.

(a) If a Participant is subject to and found in violation of the Company Recoupment and Cancellation Policy, as in effect from time to time (the "Policy"), the Participant's outstanding Options, whether or not vested, may be forfeited, and the Participant may be required to repay the amount realized upon the exercise of previously vested Options, to the extent and in the manner provided for in the Policy.

(b) *Violation of Restrictive Covenants*. If the Participant violates any provision of the Restrictive Covenants in Section 8 of this Award certificate, then any (i) unvested Options and (ii) Options that vested within one year prior to the Participant's termination of employment with the Company or any Affiliate or at any time after such termination of employment and that have not been exercised shall be immediately cancelled and rendered null and void without any payment therefor (the "Forfeited Options"). If any such Forfeited Options have been exercised prior to the Participant's violation of the Restrictive Covenants, the Participant shall be required to repay or otherwise reimburse the Company, upon demand, an amount in cash or Common Stock having a value equal to the amount described in this Section 7(b) below.

To the extent that such Option Shares have been sold, the amount shall be the aggregate proceeds received from such sale of the net Option Shares acquired after payment of the Exercise Price and any applicable taxes ("Net Option Shares"). To the extent that the Net Option Shares have not been sold at the time Company demand is made, the amount shall be the aggregate Fair Market Value of the Net Option Shares on the date the Forfeited Options were exercised.

(c) *In General*. This section does not constitute the Company's exclusive remedy for the Participant's violation of the Restrictive Covenants or commission of fraudulent conduct. As the forfeiture and repayment provisions are not adequate remedies at law, the Company may seek

any additional legal or equitable remedy, including injunctive relief, for any such violations, except that, if unvested Option Shares continue to vest under Section 2 following the termination of Participant's employment with the Company or any Affiliate, then, with respect to the Restrictive Covenants in Sections 8(c) or (d) below, the maximum period of time to which Company shall be entitled to injunctive relief is a total of two (2) years following the termination of Participant's employment with the Company or any Affiliate, not counting any time period that Participant is in violation of the Restrictive Covenants in Sections 8(c) or (d) below and during which time the running of the time periods for the restrictions set forth in Sections 8(c) and (d) of this Agreement shall be tolled as permitted by applicable law such that the running of the two (2) year time period shall commence only once Participant is in compliance with the Restrictive Covenants. The provisions in this section are essential economic conditions to the Company's grant of Options to the Participant. By receiving the grant of Options hereunder, the Participant agrees that the Company may deduct from any amounts it owes the Participant from time to time (such as wages or other compensation, deferred compensation credits, vacation pay, any severance or other payments owed following a termination of employment, as well as any other amounts owed to the Participant by the Company) to the extent of any amounts the Participant owes the Company under this section. The provisions of this section and any amounts repayable by the Participant hereunder are intended to be in addition to any rights to repayment the Company may have under Section 304 of the Sarbanes-Oxley Act of 2002, Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and other applicable law.

8. Assignment and Restrictive Covenants. In consideration of the terms of this Award certificate and the Company's sharing of Confidential Information with the Participant, which the Participant agrees constitute adequate and sufficient mutually agreed consideration, the Participant agrees to the Restrictive Covenants set forth below in this Section 8.

(a) *Assignment of Intellectual Property.* Participant agrees to assign and hereby assigns to Company all rights, titles and interests Participant may have in or to any invention, innovation, computer program, software, database, discovery, idea, writing, improvement, process, technique or other works (collectively "Intellectual Property") whether or not patentable or registrable under copyright or similar statutes, created or conceived by Participant, either alone or jointly with others, during Participant's employment that: (i) relates in any manner to the actual or anticipated business, research, or development of Company; (ii) results from work assigned to or performed by Participant for Company; and/or (iii) is conceived of or made with the use of Company systems, equipment, supplies, materials, facilities, computer programs, confidential information and/or trade secret information (collectively "Company Resources"). This assignment does not apply to Intellectual Property that meets all of the following criteria: (i) no Company Resources were used in its creation; (ii) the Intellectual Property was developed entirely on Participants own time; (iii) at the time of conception or reduction to practice the Intellectual Property does not relate to Company's business, actual or anticipated research or development; and (iv) the Intellectual Property does not result from any work performed by Participant for Company. Participant shall disclose to Company all Intellectual Property developed during Participant's employment so that Company may determine any rights it many have in such Intellectual Property.

(b) *Non-Disclosure*. Participant has or will be given access to and provided with sensitive, confidential, proprietary and/or trade secret information (collectively, "Confidential

Information") in the course of Participant's employment. Examples of Confidential Information include inventions, new product or marketing plans, business strategies and plans, merger and acquisition targets, financial and pricing information, computer programs, source codes, models and data bases, analytical models, customer lists and information, and supplier and vendor lists and other information which is not generally available to the public. Participant shall not disclose or use Confidential Information, either during or after Participant's employment with the Company, except (i) as necessary to perform Participant's duties, (ii) as the Company may consent in writing, or (iii) as permitted by Section 8(g) below.

(c) *Non-Solicitation*. During Participant's employment and for two years after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date under this Award certificate, Participant shall not, without the Company's prior written consent, directly or indirectly, for Participant or for any other person or entity, as agent, employee, officer, director, consultant, owner, principal, partner, shareholder, or in any other individual or representative capacity:

(i) Solicit or conduct business with any business competitive with the Company from any person or entity: (A) who was a Company provider or customer within the 12 months before Participant's employment termination and with whom Participant had contact regarding the Company's activity, products or services, or for whom Participant provided services or supervised employees who provided those services, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity, or (B) was a prospective provider or customer the Company solicited within the 12 months before Participant's employment termination and with whom Participant had contact for the purposes of soliciting the person or entity to become a provider or customer of the Company, or supervised employees who had those contacts, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity;

(ii) Raid, hire, employ, recruit or solicit any Company employee or consultant who possesses Confidential Information of the Company to leave the Company;

(iii) Induce or influence any Company employee, consultant, or provider who possesses Confidential Information of the Company to terminate his, her or its employment or other relationship with the Company; or

(iv) Assist anyone in any of the activities listed above.

(d) *Non-Competition*. During Participant's employment and for one year after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date under this Award certificate, Participant shall not, without the Company's prior written consent, directly or indirectly, for Participant or for any other person

or entity, as agent, employee, officer, director, consultant, owner, principal, partner, shareholder, or in any other individual or representative capacity:

(i) Engage in or participate in any activity that competes, directly or indirectly, with any Company activity, product or service that Participant engaged in, participated in, or had Confidential Information about during Participant's last 24 months of employment with the Company; or

(ii) Assist anyone in any of the activities listed above.

(e) *Geographic Scope*.

(i) Participant's obligations under subsections 8(c) and (d) of this "Assignments and Restrictive Covenants" section shall apply on a nationwide basis anywhere in the United States.

(ii) Participant's obligations under this "Assignments and Restrictive Covenants" section shall also apply in any country outside the United States with respect to which Participant had responsibility for any UnitedHealth Group activity, product, or service in that country.

(f) *Return of Property*. Participant agrees that all tangible materials (whether originals or duplicates), including, but not limited to, notebooks, computers, files, reports, proposals, price lists, lists of actual or potential customers or suppliers, talent lists, formulae, prototypes, tools, equipment, models, specifications, technical data, methodologies, research results, test results, financial data, contracts, agreements, correspondence, documents, computer disks, software, computer printouts, information stored electronically, memoranda, and notes, in Participant's possession, custody, or control which in any way relate to the Company's business and which are furnished to Participant by or on behalf of the Company or which are prepared, compiled or acquired by Participant while working with or employed by the Company shall be the sole property of the Company. At any time upon the request of the Company, and in any event promptly upon termination of Participant's employment with the Company, but in any event no later than two (2) business days after such termination, Participant shall deliver all such materials to the Company and shall not retain any originals or copies (including electronically) of such materials.

(g) *No Restriction on Protected Activities*. Nothing in this Award certificate prohibits Participant from disclosing information in good faith to any governmental agency, legislative body, or official regarding an alleged violation of law or regulation or otherwise protected under applicable law, including, without limitation, the National Labor Relations Act, the Defend Trade Secrets Act, and any rule or regulation promulgated by the Securities and Exchange Commission, the National Labor Relations Board, the Equal Employment Opportunity Commission, or any other federal, state, or local government agency. Participant acknowledges that, through this Section 8(g), the Company has provided Participant with written notice that, pursuant to the Defend Trade Secrets Act, 8 USC § 1833(b), an employee, consultant, or contractor of an employer may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of an employer's trade secrets, so long as such disclosure is made solely: (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an

attorney, and solely for the purpose of reporting or investigating a suspected violation of law; and/or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, Participant understands that, pursuant to 18 USC § 1831 et seq., an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. The foregoing immunities provided under 18 USC § 1831 et seq. do not apply to any disclosure of Confidential Information or trade secrets of an employer's clients, customers, or counterparties, or of any other third parties. For purposes of this paragraph solely, "trade secret" has the meaning set forth in 18 USC § 1839.

(h) *Exceptions*. Notwithstanding the foregoing, this Section 8 will apply only to the extent permissible under provisions of the ABA Model Rules of Professional Conduct, or any applicable state counterpart regarding restrictions on the right to practice law. If Participant is a resident of any of the states listed in Exhibit A as of the Award Date, then the exceptions and acknowledgements set forth in Exhibit A shall apply to Participant.

(i) *Acknowledgment of Obligations*. By accepting the Award, Participant agrees that the provisions of this Section 8 are reasonable and necessary to protect the legitimate interests of the Company. Participant further acknowledges that Participant's obligations under this Section 8 are in addition to, and do not limit, any and all obligations concerning the same subject matter arising under any applicable law, including, without limitation, common law and statutory law relating to fiduciary duties and trade secrets. To the extent Participant and the Company agree at any time to enter into separate agreements containing restrictive covenants or assignment of intellectual property with different or inconsistent terms than those contained herein, Participant and the Company acknowledge and agree that such different or inconsistent terms shall not in any way affect or have relevance to the Assignment and Restrictive Covenants contained herein. If Participant is a resident of Colorado, Participant acknowledges that Sections 8(c) and (d) contain covenants not to compete that could restrict Participant's options for subsequent employment following separation from the Company.

9. Adjustments to Option Shares. In the event that any dividend or other distribution (whether in the form of cash, shares of Common Stock, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company or other similar corporate transaction or event affecting the Shares would be reasonably likely to result in the diminution or enlargement of any of the benefits or potential benefits intended to be made available under the Option (including, without limitation, the benefits or potential benefits of provisions relating to the term, vesting or exercisability of the Option), the Committee shall, in such manner as it shall deem equitable or appropriate in order to prevent such diminution or enlargement of any such benefits or potential benefits, adjust any or all of (a) the number and type of shares (or other securities or other property) subject to the Option and (b) the exercise price with respect to the Option; provided, however, that the number of shares covered by the Option shall always be a whole number. Without limiting the foregoing, if any capital reorganization or reclassification of the capital stock of the Company, or consolidation or merger of the Company with another entity, or the sale of all or substantially all of the Company's assets to another entity, shall be effected in

such a way that holders of the Company's Common Stock shall be entitled to receive stock, securities, cash or other assets with respect to or in exchange for such shares, the Participant shall have the right to purchase and receive upon the basis and upon the terms and conditions specified in this Award certificate and in lieu of the shares of Common Stock of the Company immediately theretofore purchasable and receivable upon the exercise of the Option, with appropriate adjustments to prevent diminution or enlargement of benefits or potential benefits intended to be made available under the Option, such shares of stock, other securities, cash or other assets as would have been issued or delivered to the Participant if the Participant had exercised the Option and had received such shares of Common Stock prior to such reorganization, reclassification, consolidation, merger or sale. The Company shall not affect any such reorganization, consolidation, merger or sale unless prior to the consummation thereof the successor entity (if other than the Company) resulting from such reorganization, consolidation or merger or the entity purchasing such assets shall assume by written instrument the obligation to deliver to the Participant such shares of stock, securities, cash or other assets as, in accordance with the foregoing provisions, the Participant may be entitled to purchase or receive.

10. Certain Terminations on or After Change in Control. Notwithstanding the other vesting provisions set forth herein, but subject to the other terms and conditions set forth herein, the Option shall become fully vested and exercisable if, on or within two years after the effective date of a Change in Control, the Participant ceases to be an employee of the Company or any Affiliate as a result of a termination of employment (i) by the Participant for Good Reason, (ii) by the Company or any Affiliate without Cause, (iii) at a time when Participant is eligible for Retirement, (iv) due to Participant's Disability, or (v) in the circumstances described in Section 2(c); provided that in the case of a termination for Good Reason, the Option shall vest if the Participant gives written notice of the circumstances constituting Good Reason within two years after the effective date of the Change in Control, if the Company fails to cure the circumstances constituting Good Reason within 60 days of the receipt of such notice and the Participant resigns within 30 days after the end of the cure period, all as provided in Section 10(d). For purposes of this Award certificate:

(a) "Affiliate" shall mean (i) any entity that, directly or indirectly through one or more intermediaries, is controlled by the Company and (ii) any entity in which the Company has a significant equity interest, as determined by the Committee.

(b) "Cause" shall mean Participant's (i) material failure to follow the Company's reasonable direction or to perform any duties reasonably required on material matters, (ii) material violation of, or failure to act upon or report known or suspected violations of, the Company's Code of Conduct, as may be amended from time to time, (iii) conviction of any felony, (iv) commission of any criminal, fraudulent, or dishonest act in connection with Participant's employment, (v) breach of any of the Restrictive Covenants in Section 8 of this Award certificate or a material breach of any employment agreement between Participant and the Company or any Affiliate, if any, or (vi) conduct that is materially detrimental to the Company's interests. The Company will, within 120 days of discovery of the conduct, give Participant written notice specifying the conduct constituting Cause in reasonable detail and Participant will have 60 days to remedy such conduct, if such conduct is reasonably capable of being remedied. In any instance where the Company may have grounds for Cause, failure by the Company to provide written notice of the grounds for Cause within 120 days of discovery shall be a waiver of its right to assert the subject conduct as a basis for termination for Cause.

(c) "Change in Control" shall mean the sale of all or substantially all of the Company's assets or any merger, reorganization, or exchange or tender offer which, in each case, will result in a change in the power to elect 50% or more of the members of the Board of Directors of the Company; provided, however, that such a sale, merger or other event must also constitute either (i) a "change in the ownership" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(v), (ii) a "change in the effective control" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(vi)(A)(1) (replacing "30 percent" with "50 percent" as used in such regulation), or (iii) a change "in the ownership of a substantial portion of the assets" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(vii).

(d) "Good Reason" shall mean the occurrence of any of the following without Participant's written consent, in each case, when compared to the arrangements in effect immediately prior to the Change in Control:

(i) any reduction in Participant's base salary or target bonus expressed as a percentage of the Participant's base salary, other than a reduction that is pursuant to a general reduction affecting a group of employees;

(ii) a change in the principal location at which the Participant is required to perform his or her duties, if the new location is 50 miles or more further from the Participant's principal residence than the original location; or

(iii) a material diminution in Participant's duties, responsibilities or authority; [or]

(iv) [a change in Participant's reporting relationship][2].

Participant will, within 120 days of discovery of such circumstances, give the Company written notice specifying the circumstances constituting Good Reason in reasonable detail and, upon receipt of such notice, the Company shall have 60 days to cure the circumstances constituting Good Reason. Failure by Participant to provide written notice of the grounds for Good Reason within 120 days of discovery, or failure by the Participant to resign within 30 days after the end of the Company's 60-day cure period, shall be a waiver of Participant's right to assert the subject circumstance as a basis for termination for Good Reason.

(e) *Possible Acceleration of Vesting; Payment in Satisfaction of Option*. If the Option is terminated pursuant to a Change in Control and is not assumed by a party to the Change in Control (and no such party issues a new award in substitution for the Award, as determined by the Committee), the Committee may provide for immediate vesting of the Option, and the issuance of shares of Common Stock, securities of a party to the Change in Control, or cash, or any combination thereof, in full satisfaction of the Option.

11. Miscellaneous.

[2] As applicable.

(a) *Choice of Law*. Participant consents to the law of Delaware exclusively being applied to any matter arising out of or relating to this Award certificate, without regard to its conflict of law principles.

(b) *No Trust*. Neither the Plan nor the Option shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured creditor of the Company or any Affiliate.

(c) *Record of Award*. An original record of this Award certificate and all the terms hereof, executed by the Company, is held on file by the Company. To the extent there is any conflict between the terms contained in this Award certificate and the terms contained in the original held by the Company, the terms of the original held by the Company shall control.

(d) *Survival*. The Restrictive Covenants in Section 8 and the provisions regarding the forfeiture of Options and recoupment of shares of Common Stock shall survive termination of the Option.

(e) *Injunctive Relief*, Attorney's Fees and Jury Trial. In the event of a breach or a threatened breach of this Award by Participant, Participant acknowledges that the Company will face irreparable injury which may be difficult to calculate in dollar terms and that the Company shall be entitled, in addition to remedies otherwise available at law or in equity, to temporary restraining orders and preliminary injunctions and final injunctions without the posting of a bond enjoining such breach or threatened breach. Should the Company successfully enforce any portion of this Award certificate before a trier of fact or in an arbitration proceeding, the Company shall be entitled to all of its reasonable attorney's fees and costs incurred as a result of enforcing this Award certificate against Participant. Participant waives all rights or entitlement to a jury trial for any matter arising out of or relating to this Award certificate.

(f) *Code Section 409A*. It is intended that this Award and any amounts payable under this Award shall either be exempt from or comply with Code Section 409A (including the Treasury regulations and other published guidance relating thereto) so as not to subject Participant to payment of any additional tax, penalty or interest imposed under Code Section 409A. The provisions of this Award certificate shall be construed and interpreted to avoid the imputation of any such additional tax, penalty, or interest under Code Section 409A yet preserve (to the nearest extent reasonably possible) the intended benefit payable to Participant. To the extent that the time or form of payment of any benefit pursuant to this Award would violate the terms of Section 409A, the Committee may revise the time or form of payment to conform to Section 409A. Notwithstanding the foregoing, in no event shall the Company, any Affiliate, the members of the Committee, or any other person have any liability for any additional tax, penalty or interest imposed on Participant by reason of Section 409A or otherwise.

(g) *No Waiver*. No waiver of any breach of any provision of this Award certificate by the Company shall be effective unless it is in writing, and no waiver shall be construed to be a waiver of any succeeding breach or as a modification of such provision. The provisions of this Award certificate shall be severable, and if any provision of this Award certificate is found by any court or arbitrator to be unenforceable, in whole or in part, the remainder of this Award certificate shall nevertheless be enforceable and binding on the parties. Participant also agrees that a court

or arbitrator may modify any invalid, overbroad or unenforceable term of this Award certificate so that such term, as modified, is valid and enforceable under applicable law, and that a court or arbitrator is authorized to extend the length of the Restrictive Covenants in Section 8 of this Award certificate for any period of time in which Participant is in breach of the Restrictive Covenants or as necessary to protect the legitimate business interests of Company. Further, Participant affirmatively states that Participant has not, will not, and cannot rely on any representations not expressly made herein. The terms of this Award certificate shall not be amended by Participant or Company except by the express written consent of the Company and Participant.

(h) *Consideration Period; Right to Consult with Counsel*. By the Participant's acceptance below, the Participant acknowledges and agrees that the Company provided the Participant with at least ten (10) business days to review and consider this Award certificate and that voluntarily accepting this Award certificate before the expiration of ten (10) business days shall serve as a waiver of the ten (10) day review period. The Participant has the right and is advised to consult with counsel of his/ her choice before signing this document.

(i) *Assignability and Change of Position*. The rights and/or obligations herein may be assigned by the Company without Participant's consent and shall bind and inure to the benefit of the Company's successors, assigns, and representatives. If the Company makes any assignment of the rights and/or obligations herein, Participant agrees that this Award certificate shall remain binding upon Participant in any event.

Offer Date: **#GrantDate#**
By_____, on behalf of UnitedHealth Group Incorporated

Acceptance Date: **#AcceptanceDate#**

Signed Electronically/Signed Manually: **#Signature#**

Exhibit A

State Law Exceptions to Nonqualified Stock Option Award

If Participant is a resident of the following states as of the Award Date, the following exceptions and acknowledgments shall apply to Participant, notwithstanding anything to the contrary in the **Nonqualified Stock Option Award** to which this Exhibit A is attached.

****CALIFORNIA**. If Participant is a resident of California: 1) Section 8(c) and Section 8(d) will apply to Participant during Participant's employment but will apply after Participant's employment only to the extent that Participant uses or discloses the Company's trade secrets to perform the activities prohibited by Section 8(c) and Section 8(d); 2) Section 11(a) will not apply to Participant; and 3) nothing in the Award certificate shall prevent Participant from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Participant has reason to believe is unlawful.

****COLORADO**. If Participant is a resident of Colorado as of the Award Date: 1) Section 8 shall be interpreted to apply to the full extent permitted by Colo. Rev. Stat. § 8-2-113 and shall not be interpreted to apply in any manner that would constitute a violation of Colorado law; 2) Section 8(c) will only apply after the termination of Participant's employment to the extent that, at the time of the Award Date and at the termination of Participant's employment, Participant earns an amount of annualized cash equivalent to or greater than sixty percent (60%) of the threshold for highly compensated workers as defined by the Colorado Department of Labor; 3) Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the Award Date and at the termination of Participant's employment, Participant earns an amount of annualized cash compensation equivalent to or greater than the threshold amount for highly compensated workers as defined by the Colorado Department of Labor; and 4) Section 11(a) will not apply to Participant.

****IDAHO**. If Participant is a resident of Idaho as of the Award Date, Participant acknowledges that Participant is a "key employee" as that term is defined in Idaho. Stat. § 44-2702, and that if Participant became employed by or affiliated with a competitor in violation of Section 8(c) it is inevitable that Participant would disclose the Company's trade secrets or other confidential information.

****ILLINOIS**. If Participant is a resident of Illinois as of the Award Date: 1) Participant acknowledges that Participant was provided with 14 calendar days to review this Award certificate and that accepting this Award before the expiration of the 14 days shall serve as a waiver of the 14 day review period; 2) Participant understands that Participant has the right to consult with an attorney prior to accepting the Award, but that any legal consultation is at Participant's own expense; 3) Participant acknowledges that Participant has had an adequate opportunity to consult with an attorney, Participant has read and understands this Award certificate, and is voluntarily accepting the Award; 4) Section 8(c) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant's annualized rate of earnings exceeds the amount set forth in 820 ILCS 90/10(a); and 5) Section 8(d) will only apply after the termination of Participant's employment to the extent that,

at the time of the termination of Participant's employment, Participant's annualized rate of earnings exceeds the amount set forth in 820 ILCS 90/10(b).

****LOUISIANA**. If Participant is a resident of Louisiana as of the Award Date, after the termination of Participant's employment Section 8(c)(i) and Section 8(d) shall apply only in the following parishes in the State of Louisiana: Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Baton Rouge, East Carroll, East, Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson, Jefferson Davis, La Salle, Lafayette, Lafourche, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Orleans, Ouachita, Plaquemines, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Bernard, St. Charles, St. Helena, St. James, St. John The Baptist, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Tensas, Terrebonne, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana, and Winn.

****MAINE**. If Participant is a resident of Maine as of the Award Date: 1) the terms of Section 8(d) of this Award certificate regarding Participant's post-termination obligations do not take effect until after one (1) year of Participant's employment with the Company or a period of six (6) months from the date that Participant accepted the Award, whichever is later; 2) Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant earns wages over four hundred percent (400%) of the federal poverty level, as defined in 26 M.R.S.A. § 599-A; and 3) Participant acknowledges that the Company provided Participant with at least three (3) days to review this Award certificate before accepting the Award and that voluntarily accepting the Award before the expiration of three (3) days shall serve as a waiver of the three (3) day review period.

****MARYLAND**. If Participant is a resident of Maryland as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant earns compensation that is more than the amount set forth in Maryland Code, Labor and Employment, § 3-716(a)(1).

****MASSACHUSETTS**. If Participant is a resident of Massachusetts as of the Award Date: 1) Participant acknowledges that Participant was provided with 10 business days to review this Award certificate and that accepting this Award before the expiration of the 10 days shall serve as a waiver of the 10 day review period; 2) Participant understands that Participant has the right to consult with an attorney prior to accepting the Award, but that any legal consultation is at Participant's own expense; and 3) Participant acknowledges that Participant has had an adequate opportunity to consult with an attorney, Participant has read and understands this Award certificate, and is voluntarily accepting the Award.

****MINNESOTA**. If Participant is a resident of Minnesota as of the Award Date: 1) Section 8(d) will apply to Participant during Participant's employment but will apply after Participant's employment only to the extent that Participant uses or discloses the Company's trade secrets or Confidential Information to perform the activities prohibited by Section 8(d); and 2) Participant further agrees that during Participant's employment and for one year after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date under this Award certificate, Participant will not, without the

Company's prior written consent, engage in any activity or employment in the faithful performance of which it could be reasonably anticipated that Executive would use or disclose the Company's Trade Secrets or Confidential Information.

NEBRASKA. If Participant is a resident of Nebraska as of the Award Date, Section 8(d) will not apply after the termination of Participant's employment.

NEVADA. If Participant is a resident of Nevada as of the Award Date, after the termination of Participant's employment Section 8(c) and Section 8(d) will not prohibit Participant from providing service to a former provider or customer of the Company if Participant can demonstrate that (i) Participant did not solicit the former provider or customer, (ii) the former provider or customer voluntarily chose to leave the Company and seek services from Participant, and (iii) Participant is otherwise complying with the limitations in this Award certificate other than any limitation on providing services to a former provider or customer who seeks the services of Participant without any contact instigated by Participant.

NEW HAMPSHIRE. If Participant is a resident of New Hampshire as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant earns at least two hundred percent (200%) of the federal minimum wage.

NORTH DAKOTA. If Participant is a resident of North Dakota as of the Award Date, Section 8(c)(i) and Section 8(d) will apply to Participant during Participant's employment but will apply after Participant's employment only to the extent that Participant uses or discloses the Company's trade secrets to perform the activities prohibited by Section 8(c)(i) and Section 8(d).

OKLAHOMA. If Participant is a resident of Oklahoma as of the Award Date: 1) Section 8(d) will not apply after the termination of Participant's employment; and 2) Section 8(c)(i) will apply after Participant's employment only with respect to providers or customers of the Company that are "established customers" of the Company per Okla. Stat. Ann. tit. 15, § 219A.

OREGON. If Participant is a resident of Oregon as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that Participant's annual gross salary and commissions, calculated on an annual basis, at the time that Participant's employment ends, exceed the amount set forth in Ore. Rev. Stat. § 653.295(1)(e).

RHODE ISLAND. If Participant is a resident of Rhode Island as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant earns more than two hundred fifty percent (250%) of the federal poverty level for individuals as established by the United States Department of Health and Human Services federal poverty guidelines.

VIRGINIA. If Participant is a resident of Virginia as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant's average weekly earnings, as calculated in Va. Code § 40.1-28.7:8, are equal to or more than the average weekly wage of the Commonwealth as determined pursuant to subsection B of Va. Code §65.2-500.

****WASHINGTON**. If Participant is a resident of Washington as of the Award Date: 1) Section 8(c)(i) is replaced with the following: "Solicit or conduct business with any business competitive with the Company from any person or entity who is a Company provider or customer and with whom Participant had contact regarding the Company's activity, products or services, or for whom Participant provided services or supervised employees who provided those services, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity;" 2) Section 8(d) will only apply after the termination of Participant's employment to the extent that Participant's annualized earnings, at the time that Participant's employment ends, exceed the amount set forth in RCW 49.62.020; 3) Participant acknowledges that, by this Award certificate, the Company has notified Participant that, even if the post-employment provisions of Section 8(d) are not enforceable against Participant at the time of Participant's acceptance of the Award, those provisions may be enforceable against Participant in the future due to changes in Participant's compensation; 4) Section 11(a) will not apply to Participant; and 5) nothing in the Award certificate shall prevent Participant from discussing or disclosing information Participant reasonably believes under Washington state, federal, or common law to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy.

Exhibit B

For Colorado Residents Only

Please note that a condition of your acceptance of the Award is that you electronically acknowledge the terms of the Award certificate, including the restrictive covenants in Section 8 of the Award certificate.

Please note that the Company is required to inform you that the Award contains covenants not to compete that could restrict your options for subsequent employment following your separation from the Company. **Specifically, Sections 8(c) and 8(d) of the Award certificate contain covenants that place limitations on solicitation on providers and customers of the Company and engaging in certain other competitive activities following the end of your employment. You should carefully review this Agreement before signing it.**

Please also note that the covenants in Sections 8(d) of the Award certificate will apply to you after your employment ends only if you earn an amount of annualized cash compensation equivalent to or greater than the threshold amount for highly compensated workers defined by the Colorado Department of Labor Division of Labor Standards and Statistics and that the covenant in Sections 8(c) will apply to you after your employment ends only if you earn an amount of annualized cash compensation equivalent to or greater than sixty percent (60%) of the threshold. The current threshold for highly compensated workers can be found on the website of the Division of Labor Standards and Statistics at: https://cdle.colorado.gov/dlss

If you choose to accept the Award, your electronic signature acknowledges and applies to this notice when you electronically accept the Award.

I acknowledge and agree that I have read this notice. I have taken advantage of the review period to review and electronically acknowledge the Plan to the full extent that I desired to do so.

Acceptance Date: **#AcceptanceDate#**

Signed Electronically/Signed Manually: **#Signature#**

Exhibit 10.4

UNITEDHEALTH GROUP

PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD

Award Date (mm/dd/yyyy)	Target Number of Performance-Based Units	Performance Period (mm/dd/yyyy)
#GrantDate#	#QuantityGranted#	01/01/20XX – 12/31/20XX

THIS CERTIFIES THAT UnitedHealth Group Incorporated, on behalf of itself and its subsidiaries, related and affiliated companies, and all divisions, successors, and assigns of them (collectively, the "Company") has on the award date specified above (the "Award Date") granted to

#ParticipantName#

("Participant") an award (the "Award") to be eligible to receive a number of Performance-Based Restricted Stock units (the "PRSUs"), the target number of which is indicated above in the box labeled "Target Number of Performance-Based Units," each PRSU representing the right to receive one share of UnitedHealth Group Incorporated Common Stock, $.01 par value per share (the "Common Stock"), subject to certain restrictions and on the terms and conditions contained in this Award and the UnitedHealth Group Incorporated 2020 Stock Incentive Plan (the "Plan").

The Participant acknowledges and agrees that the Company may deliver, by electronic mail, the use of the Internet, including through the website of the agent appointed by the Compensation and Human Resources Committee of the Board of Directors of the Company (the "Committee") to administer the Plan, the Company intranet web pages or otherwise, any information concerning the Company, the Award, the Plan, pursuant to which the Company granted the Award, and any information required by the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

A copy of the Plan is available upon request. In the event of any conflict between the terms of the Plan and this Award, the terms of the Plan shall govern. Any terms not defined herein shall have the meaning set forth in the Plan.

* * * * *

1. Rights of the Participant with Respect to the PRSUs.

(a) No Shareholder Rights. The PRSUs granted pursuant to this Award do not and shall not entitle Participant to any rights of a shareholder of Common Stock. The rights of Participant with respect to the PRSUs shall remain forfeitable at all times prior to the date on which such rights become vested, and the restrictions with respect to the PRSUs lapse, in accordance with Section 2, 3 or 4.

(b) Conversion of PRSUs; Issuance of Common Stock. No shares of Common Stock shall be issued to Participant prior to the date on which the PRSUs vest, and the restrictions with respect to the PRSUs lapse, in accordance with Section 2, 3 or 4. Neither this Section 1(b) nor any action taken pursuant to or in accordance with this Section 1(b) shall be construed to create a trust of any kind. After any PRSUs vest pursuant to Section 2, 3 or 4, the Company shall promptly cause to be issued shares of Common Stock to Participant or in the name of Participant's legal representatives, beneficiaries or heirs, as the case may be, in payment of such vested whole PRSUs, such shares of Common Stock shall be issued promptly, and in any event, no later than March 15th of the year following the year in which the vesting event occurs (which payment schedule is intended to comply with the "short-term deferral" exemption from the application of Section 409A of the Code).

2. Vesting. Subject to the terms and conditions of this Award, including without limitation the terms set forth in Attachment 1, the PRSUs shall vest and the restrictions with respect to the PRSUs shall lapse (i) if Participant has remained continuously employed with the Company or any Affiliate from the Award Date through and including the end of the Performance Period, and (ii) if and to the extent the Performance Vesting Criteria described in Attachment 1 have been achieved during the Performance Period. Regardless of whether Participant meets the continuous employment or service criterion described in subpart (i) of this Section 2, if and to the extent the Performance Vesting Criteria have not been achieved by the end of the Performance Period, the Participant's rights to the PRSUs shall be immediately and irrevocably forfeited on that date. The Committee will determine in its sole discretion the extent, if any, to which the Performance Vesting Criteria have been met, and it will retain sole discretion to reduce the number of PRSUs that would otherwise vest as a result of the performance measured against the Performance Vesting Criteria. Any vesting that may occur pursuant to this Section 2 will be effective on the date on which the Committee has certified the extent to which the Performance Vesting Criteria in subpart (ii) of this Section 2 were satisfied.

3. Certain Terminations on or After Change in Control. Notwithstanding the other vesting provisions contained in Section 2, but subject to the other terms and conditions set forth herein, the PRSUs described in this Award will become immediately and unconditionally vested, and the restrictions with respect thereto shall lapse if, on or within two years after the effective date of a Change in Control, the Participant ceases to be an employee of the Company or any Affiliate as a result of a termination of employment (i) by the Participant for Good Reason, (ii) by the Company or any Affiliate without Cause, (iii) [at a time when Participant is eligible for Retirement, (iv)][1] due to Participant's Disability, or [(v)] in the circumstances described in Section 4(c); provided that in the case of a termination for Good Reason, the PRSUs shall vest if the Participant gives

[1] As applicable.

written notice of the circumstances constituting Good Reason within two years after the effective date of the Change in Control, if the Company fails to cure the circumstances constituting Good Reason within 60 days of the receipt of such notice and the Participant resigns within 30 days after the end of the cure period, all as provided in Section 3(d). Upon a Change in Control, the Committee will determine: (i) the extent, if any, to which the Performance Vesting Criteria have been met, and (ii) the number of the PRSUs that will vest and convert into shares of Common Stock in the event of Participant's termination of employment in accordance with this Section 3. For purposes of this Award certificate:

(a) "Affiliate" shall mean (i) any entity that, directly or indirectly through one or more intermediaries, is controlled by the Company and (ii) any entity in which the Company has a significant equity interest, as determined by the Committee.

(b) "Cause" shall mean Participant's (i) material failure to follow the Company's reasonable direction or to perform any duties reasonably required on material matters, (ii) material violation of, or failure to act upon or report known or suspected violations of, the Company's Code of Conduct, as may be amended from time to time, (iii) conviction of any felony, (iv) commission of any criminal, fraudulent, or dishonest act in connection with Participant's employment, (v) breach of any of the Restrictive Covenants in Section 8 of this Award certificate or a material breach of any employment agreement between Participant and the Company or any Affiliate, if any, or (vi) conduct that is materially detrimental to the Company's interests. The Company will, within 120 days of discovery of the conduct, give Participant written notice specifying the conduct constituting Cause in reasonable detail and Participant will have 60 days to remedy such conduct, if such conduct is reasonably capable of being remedied. In any instance where the Company may have grounds for Cause, failure by the Company to provide written notice of the grounds for Cause within 120 days of discovery shall be a waiver of its right to assert the subject conduct as a basis for termination for Cause.

(c) "Change in Control" shall mean the sale of all or substantially all of the Company's assets or any merger, reorganization, or exchange or tender offer which, in each case, will result in a change in the power to elect 50% or more of the members of the Board of Directors of the Company; provided, however, that such a sale, merger or other event must also constitute either (i) a "change in the ownership" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(v), (ii) a "change in the effective control" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(vi)(A)(1) (replacing "30 percent" with "50 percent" as used in such regulation), or (iii) a change "in the ownership of a substantial portion of the assets" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(vii).

(d) "Good Reason" shall mean the occurrence of any of the following without Participant's written consent, in each case, when compared to the arrangements in effect immediately prior to the Change in Control:

(i) any reduction in Participant's base salary or target bonus expressed as a percentage of the Participant's base salary, other than a reduction that is pursuant to a general reduction affecting a group of employees;

(ii) a change in the principal location at which the Participant is required to perform his or her duties, if the new location is 50 miles or more further from the Participant's principal residence than the original location; or

(iii) a material diminution in Participant's duties, responsibilities, or authority; [or]

(iv) [a change in Participant's reporting relationship][2].

Participant will, within 120 days of discovery of such circumstances, give the Company written notice specifying the circumstances constituting Good Reason in reasonable detail and, upon receipt of such notice, the Company shall have 60 days to cure the circumstances constituting Good Reason. Failure by Participant to provide written notice of the grounds for Good Reason within 120 days of discovery, or failure by the Participant to resign within 30 days after the end of the Company's 60-day cure period, shall be a waiver of Participant's right to assert the subject circumstance as a basis for termination for Good Reason.

(e) "Separation from Service" shall mean when Participant dies, retires, or otherwise has a termination of employment with the Company that constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h)(1), without regard to the optional alternative definitions available thereunder.

(f) Possible Acceleration of Vesting and Payment. If the Award is terminated pursuant to a Change in Control and is not assumed by a party to the Change in Control (and no such party issues a new award in substitution for the Award, as determined by the Committee), the Committee may provide for immediate vesting of the Award, and the issuance of shares of Common Stock, securities of a party to the Change in Control, or cash, or any combination thereof, in full satisfaction of the Award. Notwithstanding anything in the Plan or any other agreement to the contrary, there is no discretion to change the time of payment of the PRSUs (in connection with a Change in Control, similar event, or otherwise) except as expressly provided in this Section 3 or as otherwise permitted under, and would not result in any tax, penalty, or interest under, Section 409A of the Code.

(g) Section 409A - Possible Six-Month Delay in Payment. Notwithstanding any provision of this Award certificate to the contrary, if payment of the PRSUs is triggered by Participant's Separation from Service as provided in this Section 3 or Section 4 and, as of the date of such Separation from Service, Participant is a "specified employee" (within the meaning of Section 409A of the Code and determined pursuant to procedures adopted by the Company), Participant shall not be entitled to such payment of the PRSUs until the earlier of (i) the date which is six (6) months after Participant's Separation from Service for any reason other than death, or (ii) the date of Participant's death. Any amounts otherwise payable to Participant upon or in the six (6) month period following Participant's Separation from Service that are not so paid by reason of this Section 3(g) shall be paid (without interest) as soon as practicable (and in all events within thirty (30) days) after the date that is six (6) months after Participant's Separation from Service (or, if earlier, as soon as practicable, and in all events within thirty (30) days, after the date of

[2] As applicable.

Participant's death). The provisions of this Section 3(g) shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty, or interest pursuant to Section 409A of the Code.

4. Termination of Employment.

(a) Termination of Employment Generally. Subject to the provisions of this Section 4, if, prior to vesting of the PRSUs pursuant to Section 2 or 3, Participant ceases to be an employee of the Company or any Affiliate, for any reason (voluntary or involuntary), then Participant's rights to all of the unvested PRSUs shall be immediately and irrevocably forfeited on the date of termination.

(b) Death or Long-Term Disability. If Participant dies while employed by the Company or any Affiliate, or if Participant's employment by the Company or any Affiliate is terminated due to Participant's failure to return to work as the result of a long-term disability which renders Participant incapable of performing his or her duties as determined under the provisions of the long-term disability insurance program of the Company or the Affiliate by which the Participant is employed ("Disability"), then following the end of the Performance Period, if and to the extent the Committee, in accordance with Section 2 above, determines that the Performance Vesting Criteria has been met, such that some number of PRSUs will vest and the restrictions with respect thereto will lapse, Participant will vest in the number of PRSUs that would have vested had Participant been employed through the end of the Performance Period, and the restrictions with respect thereto will lapse.

(c) Severance. If Participant's employment ends [at a time when the Participant is not eligible for Retirement (as defined below)][3] and in connection with that separation from employment the Company or an Affiliate pays the Participant severance benefits pursuant to an employment agreement with Participant that is in effect on the date of this Award or pursuant to any Company severance policy, plan or program in effect on the date of this Award, then following the end of the Performance Period, if and to the extent the Committee, in accordance with Section 2 above, determines that the Performance Vesting Criteria has been met, such that some number of PRSUs will vest and the restrictions with respect thereto will lapse, Participant will vest in a pro rata number of PRSUs, and the restrictions with respect thereto will lapse. Such pro rationing shall be based on the number of full months of the Performance Period that Participant was employed prior to the date of termination plus the number of full months during which the Participant is entitled to receive severance or separation pay either the Company's severance plan as in effect on the date hereof, or under an employment agreement between Participant and the Company or an Affiliate that is in effect on the date of this Award (provided that in no event shall such sum exceed the number of months in the Performance Period). In either case, should Participant's severance or separation pay be paid in a lump sum versus bi-weekly payments, the number of full months taken into account shall be based on the period of time over which severance or separation pay would have been paid had it been paid bi-weekly. If Participant is entitled to severance or separation pay under a plan or agreement other than under the Company's severance pay plan or an employment agreement entered into with the Company or an Affiliate, such pro rationing shall be based on the number of full months of the Performance Period that Participant was employed

[3] As applicable.

prior to the date of termination plus an additional three months, but not more than the number of months in the Performance Period.

(d) [Retirement. If the Participant's employment ends and at the time of separation from employment the Participant is eligible for Retirement (the "Retirement Date"), and at least one year of the Performance Period of this Award is completed at or prior to the Retirement Date, then following the end of the Performance Period, if and to the extent the Committee, in accordance with Section 2 above, determines that the Performance Vesting Criteria has been met, such that some number of PRSUs will vest and the restrictions with respect thereto will lapse, Participant will vest in the full number of PRSUs and the restrictions with respect thereto will lapse as if the Participant had been continuously employed throughout the entire Performance Period.

(e) For purposes of this Award certificate, "Retirement" means the termination of employment of a Participant who is age 55 or older with at least ten years of Recognized Employment with the Company or any Affiliate other than by reason of (i) death or Disability or (ii) Cause.

(f) For purposes of this Award certificate, "Recognized Employment" shall include only employment since the Participant's most recent date of hire by the Company or any Affiliate and shall not include employment with a company acquired by UnitedHealth Group or any Affiliate before the date of such acquisition][4].

5. Restriction on Transfer. Participant may not transfer the PRSUs except by will or by the laws of descent and distribution. Notwithstanding the foregoing, the Award may be transferred to an alternate payee pursuant to the terms of a domestic relations order (as such terms are defined by Section 414(p) of the Code), provided that (i) the Participant is an employee at the time the domestic relations order is entered, (ii) the Award was outstanding at the time the domestic relations order is entered, and (iii) the transfer otherwise satisfies all requirements of the Plan and any limitations and requirements established by the Committee. Any attempt to otherwise transfer the PRSUs shall be void.

6. Special Restriction on Transfer for Certain Participants. If Participant is an officer of the Company within the meaning of Section 16 of the Securities Exchange Act of 1934 and Rule 16a-1 issued thereunder, as such status is reasonably determined from time to time by the Board of Directors of the Company (a "Section 16 Officer"), at any time that shares of Common Stock are issued upon vesting of the PRSUs and the Company has theretofore communicated Participant's status as a Section 16 Officer to Participant, the following special transfer restrictions apply to Participant's Award. One-third (1/3) of the net number of any shares of Common Stock acquired by Participant upon vesting of the PRSUs at a time when Participant is a Section 16 Officer (including any shares of Common Stock or other securities into which such shares may be converted or exchanged as a result of any adjustment made pursuant to this Award or Section 7 of the Plan) must be retained, and may not be sold or otherwise transferred, for a period of at least one year following the issuance date. For purposes of this Award certificate, the "net number of any shares of Common Stock acquired" shall mean the number of shares issued with respect to the Award after reduction for any shares of Common Stock withheld by or tendered to the Company,

[4] As applicable.

or sold on the market, to cover any federal, state, local or other payroll, withholding, income or other applicable tax withholding required in connection with the issuance of the shares. The restrictions of this Section 6 are in addition to, and not in lieu of, the restrictions imposed under other Company policies and applicable laws.

7. Forfeiture of PRSUs and Shares of Common Stock. This Section 7 sets forth circumstances under which Participant shall forfeit all or a portion of the PRSUs or be required to repay the Company for the value realized in respect of all or a portion of the PRSUs.

(a) If a Participant is subject to and found in violation of the Company Recoupment and Cancellation Policy, as in effect from time to time (the "Policy"), the Participant's outstanding PRSUs, whether or not vested, may be forfeited, and the Participant may be required to repay the amount realized upon the settlement of previously settled PRSUs, to the extent and in the manner provided in the Policy.

(b) By acceptance of the PRSUs, Participant acknowledges and agrees that, if Participant is subject to the Company Dodd-Frank Policy (the "Clawback Policy"), any PRSUs may be subject to forfeiture to the extent that either the PRSUs constitute Erroneously Awarded Compensation as defined in the Clawback Policy, or the Participant has received other Erroneously Awarded Compensation and forfeiture of the PRSUs is used by the Company to recover such Erroneously Awarded Compensation. To the extent any PRSUs that have already been settled are determined to constitute Erroneously Awarded Compensation, the Participant agrees to repay any amount previously received with respect to such PRSUs, and further agrees that such amount may be offset against any compensation or other amounts owed to the Participant to the maximum extent permitted by law.

(c) Violation of Restrictive Covenants. If Participant violates any provision of the Restrictive Covenants set forth in Section 8 below, then any unvested PRSUs shall be immediately and irrevocably forfeited without any payment therefor. In addition, for any PRSUs that vested within one year prior to Participant's termination of employment with the Company or any Affiliate or at any time after such termination of employment, the Participant shall be required, upon demand, to repay or otherwise reimburse the Company (including by forfeiting any deferred compensation credits in respect of such PRSUs under the Company's non-qualified compensation deferral plans) an amount having a value equal to the aggregate Fair Market Value of the shares of Common Stock underlying such PRSUs on the date the PRSUs became vested.

(d) In General. This Section 7 does not constitute the Company's exclusive remedy for Participant's violation of the Restrictive Covenants or commission of fraudulent conduct. As the forfeiture and repayment provisions are not adequate remedies at law, the Company may seek any additional legal or equitable remedy, including injunctive relief, for any such violations, except that, if unvested PRSUs continue to vest under Section 4 following the termination of Participant's employment with the Company or any Affiliate, then, with respect to the Restrictive Covenants in Sections 8(c) or (d) below, the maximum period of time to which Company shall be entitled to injunctive relief is a total of two (2) years following the termination of Participant's employment with the Company or any Affiliate, not counting any time period that Participant is in violation of the Restrictive Covenants in Sections 8(c) or (d) below and during which time the running of the time periods for the restrictions set forth in Sections 8(c) and (d) of this Agreement shall be tolled

as permitted by applicable law such that the running of the two (2) year time period shall commence only once Participant is in compliance with the Restrictive Covenants. The provisions in this Section 7 are essential economic conditions to the Company's grant of PRSUs to Participant. By receiving the grant of PRSUs hereunder, Participant agrees that the Company may deduct from any amounts it owes Participant from time to time (such as wages or other compensation, deferred compensation credits, vacation pay, any severance or other payments owed following a termination of employment, as well as any other amounts owed to the Participant by the Company) to the extent of any amounts Participant owes the Company under this section. The provisions of this Section 7 and any amounts repayable by Participant hereunder are intended to be in addition to any rights to repayment the Company may have under Section 304 of the Sarbanes-Oxley Act of 2002, Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and other applicable law.

8. Assignment and Restrictive Covenants. In consideration of the terms of this Award certificate and the Company's sharing of Confidential Information with the Participant, which the Participant agrees constitute adequate and sufficient mutually agreed consideration, the Participant agrees to the Assignment and Restrictive Covenants set forth below in this Section 8.

(a) Assignment of Intellectual Property. Participant agrees to assign and hereby assigns to Company all rights, titles and interests Participant may have in or to any invention, innovation, computer program, software, database, discovery, idea, writing, improvement, process, technique or other works (collectively "Intellectual Property") whether or not patentable or registrable under copyright or similar statutes, created or conceived by Participant, either alone or jointly with others, during Participant's employment that: (i) relates in any manner to the actual or anticipated business, research, or development of Company; (ii) results from work assigned to or performed by Participant for Company; and/or (iii) is conceived of or made with the use of Company systems, equipment, supplies, materials, facilities, computer programs, confidential information and/or trade secret information (collectively "Company Resources"). This assignment does not apply to Intellectual Property that meets all of the following criteria: (i) no Company Resources were used in its creation; (ii) the Intellectual Property was developed entirely on Participants own time; (iii) at the time of conception or reduction to practice the Intellectual Property does not relate to Company's business, actual or anticipated research or development; and (iv) the Intellectual Property does not result from any work performed by Participant for Company. Participant shall disclose to Company all Intellectual Property developed during Participant's employment so that Company may determine any rights it many have in such Intellectual Property.

(b) Non-Disclosure. Participant has or will be given access to and provided with sensitive, confidential, proprietary and/or trade secret information (collectively, "Confidential Information") in the course of Participant's employment. Examples of Confidential Information include inventions, new product or marketing plans, business strategies and plans, merger and acquisition targets, financial and pricing information, computer programs, source codes, models and data bases, analytical models, customer lists and information, and supplier and vendor lists and other information which is not generally available to the public. Participant shall not disclose or use Confidential Information, either during or after Participant's employment with the Company, except (i) as necessary to perform Participant's duties, (ii) as the Company may consent in writing, or (iii) as permitted by Section 8(f) below.

(c) Non-Solicitation. During Participant's employment and for two years after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date under Section 4, Participant shall not, without the Company's prior written consent, directly or indirectly, for Participant or for any other person or entity, as agent, employee, officer, director, consultant, owner, principal, partner, shareholder, or in any other individual or representative capacity:

(i) Solicit or conduct business with any business competitive with the Company from any person or entity: (A) who was a Company provider or customer within the 12 months before Participant's employment termination and with whom Participant had contact regarding the Company's activity, products or services, or for whom Participant provided services or supervised employees who provided those services, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity, or (B) was a prospective provider or customer the Company solicited within the 12 months before Participant's employment termination and with whom Participant had contact for the purposes of soliciting the person or entity to become a provider or customer of the Company, or supervised employees who had those contacts, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity;

(ii) Raid, hire, employ, recruit or solicit any Company employee or consultant who possesses Confidential Information of the Company to leave the Company;

(iii) Induce or influence any Company employee, consultant, or provider who possesses Confidential Information of the Company to terminate his, her or its employment or other relationship with the Company; or

(iv) Assist anyone in any of the activities listed above.

(d) Non-Competition. During Participant's employment and for one year after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date under Section 4, Participant shall not, without the Company's prior written consent, directly or indirectly, for Participant or for any other person or entity, as agent, employee, officer, director, consultant, owner, principal, partner, shareholder, or in any other individual or representative capacity:

(i) Engage in or participate in any activity that competes, directly or indirectly, with any Company activity, product, or service that Participant engaged in, participated in, or had Confidential Information about during Participant's last 24 months of employment with the Company; or

(ii) Assist anyone in any of the activities listed above.

(e) Geographic Scope.

(i) Participant's obligations under subsections 8(c) and (d) of this "Assignments and Restrictive Covenants" section shall apply on a nationwide basis anywhere in the United States.

(ii) Participant's obligations under this "Assignments and Restrictive Covenants" section shall also apply in any country outside the United States with respect to which Participant had responsibility for any UnitedHealth Group activity, product, or service in that country.

(f) Return of Property. Participant agrees that all tangible materials (whether originals or duplicates), including, but not limited to, notebooks, computers, files, reports, proposals, price lists, lists of actual or potential customers or suppliers, talent lists, formulae, prototypes, tools, equipment, models, specifications, technical data, methodologies, research results, test results, financial data, contracts, agreements, correspondence, documents, computer disks, software, computer printouts, information stored electronically, memoranda, and notes, in Participant's possession, custody, or control which in any way relate to the Company's business and which are furnished to Participant by or on behalf of the Company or which are prepared, compiled or acquired by Participant while working with or employed by the Company shall be the sole property of the Company. At any time upon the request of the Company, and in any event promptly upon termination of Participant's employment with the Company, but in any event no later than two (2) business days after such termination, Participant shall deliver all such materials to the Company and shall not retain any originals or copies (including electronically) of such materials.

(g) No Restriction on Protected Activities. Nothing in this Award certificate prohibits Participant from disclosing information in good faith to any governmental agency, legislative body, or official regarding an alleged violation of law or regulation or otherwise protected under applicable law, including, without limitation, the National Labor Relations Act, the Defend Trade Secrets Act, and any rule or regulation promulgated by the Securities and Exchange Commission, the National Labor Relations Board, the Equal Employment Opportunity Commission, or any other federal, state, or local government agency. Participant acknowledges that, through this Section 8(g), the Company has provided Participant with written notice that, pursuant to the Defend Trade Secrets Act, 8 USC § 1833(b), an employee, consultant, or contractor of an employer may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of an employer's trade secrets, so long as such disclosure is made solely: (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; and/or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, Participant understands that, pursuant to 18 USC § 1831 et seq., an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. The foregoing immunities provided under 18 USC § 1831 et seq. do not apply to any disclosure of Confidential Information or trade secrets of an employer's clients, customers, or counterparties, or of any other third parties. For purposes of this paragraph solely, "trade secret" has the meaning set forth in 18 USC § 1839.

(h) Exceptions. Notwithstanding the foregoing, this Section 8 will apply only to the extent permissible under provisions of the ABA Model Rules of Professional Conduct, or any applicable state counterpart regarding restrictions on the right to practice law. If Participant is a resident of any of the states listed in Exhibit A as of the Award Date, then the exceptions and acknowledgements set forth in Exhibit A shall apply to Participant.

(i) Acknowledgment of Obligations. By accepting the Award, Participant agrees that the provisions of this Section 8 are reasonable and necessary to protect the legitimate interests of the Company. Participant further acknowledges that Participant's obligations under this Section 8 are in addition to, and do not limit, any and all obligations concerning the same subject matter arising under any applicable law, including, without limitation, common law and statutory law relating to fiduciary duties and trade secrets. To the extent Participant and the Company agree at any time to enter into separate agreements containing restrictive covenants or assignment of intellectual property with different or inconsistent terms than those contained herein, Participant and the Company acknowledge and agree that such different or inconsistent terms shall not in any way affect or have relevance to the Assignment and Restrictive Covenants contained herein. If Participant is a resident of Colorado, Participant acknowledges that Sections 8(c) and (d) contain covenants not to compete that could restrict Participant's options for subsequent employment following separation from the Company.

9. Adjustments to PRSUs. In the event that any dividend or other distribution (whether in the form of cash, shares of Common Stock, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Common Stock or other securities of the Company or other similar corporate transaction or event affecting the Common Stock would be reasonably likely to result in the diminution or enlargement of any of the benefits or potential benefits intended to be made available under the Award (including, without limitation, the benefits or potential benefits of provisions relating to the vesting of the PRSUs), the Committee shall, in such manner as it shall deem equitable or appropriate in order to prevent such diminution or enlargement of any such benefits or potential benefits, make adjustments to the Award, including adjustments in the number and type of shares of Common Stock Participant would have received upon vesting of the PRSUs.

10. Tax Matters.

(a) Withholding. In order to comply with all applicable federal or state income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal or state payroll, withholding, income or other taxes, which are the sole and absolute responsibility of Participant, are withheld or collected from Participant. Participant is liable and responsible for all taxes owed in connection with the Award, regardless of any action the Company takes with respect to any tax withholding obligations that arise in connection with the Award. The ultimate tax liability, which is the Participant's responsibility, may exceed the amount withheld by the Company. On each applicable vesting date, Participant will be deemed to have elected to satisfy Participant's required federal, state, and local payroll, withholding, income, or other tax withholding obligations arising from the receipt of shares or the lapse of restrictions relating to the PRSUs, by having the Company withhold a portion of the shares of Common Stock

otherwise to be delivered having a Fair Market Value equal to the amount of such taxes (but not in excess of the maximum amount required to be withheld under applicable laws or regulations).

(b) 409A. It is intended that this Award and any amounts payable under this Award shall either be exempt from or comply with Section 409A of the Code (including the Treasury regulations and other published guidance relating thereto) so as not to subject Participant to payment of any additional tax, penalty, or interest imposed under Section 409A of the Code. The provisions of this Award certificate shall be construed and interpreted to avoid the imputation of any such additional tax, penalty, or interest under Section 409A of the Code yet preserve (to the nearest extent reasonably possible) the intended benefit payable to Participant. To the extent that the time or form of payment of any benefit pursuant to this Award would violate the terms of Section 409A, the Committee may revise the time or form of payment to conform to Section 409A. Notwithstanding the foregoing, in no event shall the Company, any Affiliate, the members of the Committee, or any other person have any liability for any additional tax, penalty or interest imposed on Participant by reason of Section 409A or otherwise.

11. Miscellaneous.

(a) Choice of Law. Participant consents to the law of Delaware exclusively being applied to any matter arising out of or relating to this Award certificate, without regard to its conflict of law principles.

(b) At-Will Employment. This Award does not confer on Participant any right to continued employment or any other relationship with the Company or any Affiliate, nor will it interfere in any way with the right of the Company to terminate Participant at any time. Participant's employment with the Company is at will.

(c) No Trust or Fiduciary Relationship. Neither the Plan nor this Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured creditor of the Company or any Affiliate.

(d) Securities Law Requirement. The Company shall not be required to deliver any shares of Common Stock upon the vesting of any PRSUs until the requirements of any federal or state securities laws, rules or regulations or other laws or rules (including the rules of any securities exchange) as may be determined by the Company to be applicable have been and continue to be satisfied (including an effective registration of the shares under federal and state securities laws).

(e) Original Instrument. An original record of this Award and all the terms hereof, executed by the Company, is held on file by the Company. To the extent there is any conflict between the terms contained in this Award and the terms contained in the original held by the Company, the terms of the original held by the Company shall control.

(f) Survival of Restrictive Covenants. The Restrictive Covenants in Section 8 and the provisions regarding the forfeiture of PRSUs and shares of Common Stock shall survive termination of the PRSUs and termination of Participant's relationship with the Company as set forth in Section 8.

(g) Injunctive Relief, Attorney's Fees and Jury Trial. In the event of a breach or a threatened breach of this Award by Participant, Participant acknowledges that the Company will face irreparable injury which may be difficult to calculate in dollar terms and that the Company shall be entitled, in addition to remedies otherwise available at law or in equity, to temporary restraining orders and preliminary injunctions and final injunctions without the posting of a bond enjoining such breach or threatened breach. Should the Company successfully enforce any portion of this Award certificate before a trier of fact or in an arbitration proceeding, the Company shall be entitled to all of its reasonable attorney's fees and costs incurred as a result of enforcing this Award certificate against Participant. Participant waives all rights or entitlement to a jury trial for any matter arising out of or relating to this Award certificate.

(h) No Waiver. No waiver of any breach of any provision of this Award certificate by the Company shall be effective unless it is in writing, and no waiver shall be construed to be a waiver of any succeeding breach or as a modification of such provision. The provisions of this Award certificate shall be severable, and if any provision of this Award certificate is found by any court or arbitrator to be unenforceable, in whole or in part, the remainder of this Award certificate shall nevertheless be enforceable and binding on the parties. Participant also agrees that a court or arbitrator may modify any invalid, overbroad or unenforceable term of this Award certificate so that such term, as modified, is valid and enforceable under applicable law, and that a court or arbitrator is authorized to extend the length of the Restrictive Covenants in Section 8 of this Award certificate for any period of time in which Participant is in breach of the Restrictive Covenants or as necessary to protect the legitimate business interests of Company. Further, Participant affirmatively states that Participant has not, will not, and cannot rely on any representations not expressly made herein. The terms of this Award certificate shall not be amended by Participant or Company except by the express written consent of the Company and Participant.

(i) Consideration Period; Right to Consult with Counsel. By the Participant's acceptance below, the Participant acknowledges and agrees that the Company provided the Participant with at least ten (10) business days to review and consider this Award certificate and that voluntarily accepting this Award certificate before the expiration of ten (10) business days shall serve as a waiver of the ten (10) day review period. The Participant has the right and is advised to consult with counsel of his/ her choice before signing this document.

(j) Assignability and Change of Position. The rights and/or obligations herein may be assigned by the Company without Participant's consent and shall bind and inure to the benefit of the Company's successors, assigns, and representatives. If the Company makes any assignment of the rights and/or obligations herein, Participant agrees that this Award certificate shall remain binding upon Participant in any event.

Offer Date: **#GrantDate#**
By _____, on behalf of UnitedHealth Group Incorporated

Acceptance Date: **#AcceptanceDate#**

Signed Electronically/Signed Manually: **#Signature#**

Exhibit A

State Law Exceptions to Performance-Based Restricted Stock Unit Award

1. If Participant is a resident of the following states as of the Award Date, the following exceptions and acknowledgments shall apply to Participant, notwithstanding anything to the contrary in the **Performance-Based Restricted Stock Unit Award** to which this Exhibit A is attached.

2. ****CALIFORNIA**. If Participant is a resident of California: 1) Section 8(c) and Section 8(d) will apply to Participant during Participant's employment but will apply after Participant's employment only to the extent that Participant uses or discloses the Company's trade secrets to perform the activities prohibited by Section 8(c) and Section 8(d); 2) Section 11(a) will not apply to Participant; and 3) nothing in the Award certificate shall prevent Participant from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Participant has reason to believe is unlawful.

3. ****COLORADO**. If Participant is a resident of Colorado as of the Award Date: 1) Section 8 shall be interpreted to apply to the full extent permitted by Colo. Rev. Stat. § 8-2-113 and shall not be interpreted to apply in any manner that would constitute a violation of Colorado law; 2) Section 8(c) will only apply after the termination of Participant's employment to the extent that, at the time of the Award Date and at the termination of Participant's employment, Participant earns an amount of annualized cash equivalent to or greater than sixty percent (60%) of the threshold for highly compensated workers as defined by the Colorado Department of Labor; 3) Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the Award Date and at the termination of Participant's employment, Participant earns an amount of annualized cash compensation equivalent to or greater than the threshold amount for highly compensated workers as defined by the Colorado Department of Labor; and 4) Section 11(a) will not apply to Participant.

4. ****IDAHO**. If Participant is a resident of Idaho as of the Award Date, Participant acknowledges that Participant is a "key employee" as that term is defined in Idaho. Stat. § 44-2702, and that if Participant became employed by or affiliated with a competitor in violation of Section 8(c) it is inevitable that Participant would disclose the Company's trade secrets or other confidential information.

5. ****ILLINOIS**. If Participant is a resident of Illinois as of the Award Date: 1) Participant acknowledges that Participant was provided with 14 calendar days to review this Award certificate and that accepting this Award before the expiration of the 14 days shall serve as a waiver of the 14 day review period; 2) Participant understands that Participant has the right to consult with an attorney prior to accepting the Award, but that any legal consultation is at Participant's own expense; 3) Participant acknowledges that Participant has had an adequate opportunity to consult with an attorney, Participant has read and understands this Award certificate, and is voluntarily accepting the Award; 4) Section 8(c) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant's annualized rate of earnings exceeds the amount set forth

in 820 ILCS 90/10(a); and 5) Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant's annualized rate of earnings exceeds the amount set forth in 820 ILCS 90/10b).

6. ****LOUISIANA**. If Participant is a resident of Louisiana as of the Award Date, after the termination of Participant's employment Section 8(c)(i) and Section 8(d) shall apply only in the following parishes in the State of Louisiana: Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Baton Rouge, East Carroll, East, Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson, Jefferson Davis, La Salle, Lafayette, Lafourche, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Orleans, Ouachita, Plaquemines, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Bernard, St. Charles, St. Helena, St. James, St. John The Baptist, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Tensas, Terrebonne, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana, and Winn.

7. ****MAINE**. If Participant is a resident of Maine as of the Award Date: 1) the terms of Section 8(d) of this Award certificate regarding Participant's post-termination obligations do not take effect until after one (1) year of Participant's employment with the Company or a period of six (6) months from the date that Participant accepted the Award, whichever is later; 2) Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant earns wages over four hundred percent (400%) of the federal poverty level, as defined in 26 M.R.S.A. § 599-A; and 3) Participant acknowledges that the Company provided Participant with at least three (3) days to review this Award certificate before accepting the Award and that voluntarily accepting the Award before the expiration of three (3) days shall serve as a waiver of the three (3) day review period.

8. ****MARYLAND**. If Participant is a resident of Maryland as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant earns compensation that is more than the amount set forth in Maryland Code, Labor and Employment, § 3-716(a)(1).

9. ****MASSACHUSETTS**. If Participant is a resident of Massachusetts as of the Award Date: 1) Participant acknowledges that Participant was provided with 10 business days to review this Award certificate and that accepting this Award before the expiration of the 10 days shall serve as a waiver of the 10 day review period; 2) Participant understands that Participant has the right to consult with an attorney prior to accepting the Award, but that any legal consultation is at Participant's own expense; and 3) Participant acknowledges that Participant has had an adequate opportunity to consult with an attorney, Participant has read and understands this Award certificate, and is voluntarily accepting the Award.

10. ****MINNESOTA**. If Participant is a resident of Minnesota as of the Award Date: 1) Section 8(d) will apply to Participant during Participant's employment but will apply after Participant's employment only to the extent that Participant uses or discloses the Company's trade secrets or Confidential Information to perform the activities prohibited by Section 8(d); and 2) Participant further agrees that during Participant's employment and for one year after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or

(ii) the last scheduled vesting date under Section 4, Participant will not, without the Company's prior written consent, engage in any activity or employment in the faithful performance of which it could be reasonably anticipated that Executive would use or disclose the Company's Trade Secrets or Confidential Information.

11. ****NEBRASKA**. If Participant is a resident of Nebraska as of the Award Date, Section 8(d) will not apply after the termination of Participant's employment.

12. ****NEVADA**. If Participant is a resident of Nevada as of the Award Date, after the termination of Participant's employment Section 8(c) and Section 8(d) will not prohibit Participant from providing service to a former provider or customer of the Company if Participant can demonstrate that (i) Participant did not solicit the former provider or customer, (ii) the former provider or customer voluntarily chose to leave the Company and seek services from Participant, and (iii) Participant is otherwise complying with the limitations in this Award certificate other than any limitation on providing services to a former provider or customer who seeks the services of Participant without any contact instigated by Participant.

13. ****NEW HAMPSHIRE**. If Participant is a resident of New Hampshire as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant earns at least two hundred percent (200%) of the federal minimum wage.

14. ****NORTH DAKOTA**. If Participant is a resident of North Dakota as of the Award Date, Section 8(c)(i) and Section 8(d) will apply to Participant during Participant's employment but will apply after Participant's employment only to the extent that Participant uses or discloses the Company's trade secrets to perform the activities prohibited by Section 8(c)(i) and Section 8(d).

15. ****OKLAHOMA**. If Participant is a resident of Oklahoma as of the Award Date: 1) Section 8(d) will not apply after the termination of Participant's employment; and 2) Section 8(c)(i) will apply after Participant's employment only with respect to providers or customers of the Company that are "established customers" of the Company per Okla. Stat. Ann. tit. 15, § 219A.

16. ****OREGON**. If Participant is a resident of Oregon as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that Participant's annual gross salary and commissions, calculated on an annual basis, at the time that Participant's employment ends, exceed the amount set forth in Ore. Rev. Stat. § 653.295(1)(e).

17. ****RHODE ISLAND**. If Participant is a resident of Rhode Island as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant earns more than two hundred fifty percent (250%) of the federal poverty level for individuals as established by the United States Department of Health and Human Services federal poverty guidelines.

18. ****VIRGINIA**. If Participant is a resident of Virginia as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant's average weekly earnings,

as calculated in Va. Code § 40.1-28.7:8, are equal to or more than the average weekly wage of the Commonwealth as determined pursuant to subsection B of Va. Code §65.2-500.

19. ****WASHINGTON**. If Participant is a resident of Washington as of the Award Date: 1) Section 8(c)(i) is replaced with the following: "Solicit or conduct business with any business competitive with the Company from any person or entity who is a Company provider or customer and with whom Participant had contact regarding the Company's activity, products or services, or for whom Participant provided services or supervised employees who provided those services, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity;" 2) Section 8(d) will only apply after the termination of Participant's employment to the extent that Participant's annualized earnings, at the time that Participant's employment ends, exceed the amount set forth in RCW 49.62.020; 3) Participant acknowledges that, by this Award certificate, the Company has notified Participant that, even if the post-employment provisions of Section 8(d) are not enforceable against Participant at the time of Participant's acceptance of the Award, those provisions may be enforceable against Participant in the future due to changes in Participant's compensation; 4) Section 11(a) will not apply to Participant; and 5) nothing in the Award certificate shall prevent Participant from discussing or disclosing information Participant reasonably believes under Washington state, federal, or common law to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy.

Exhibit B

For Colorado Residents Only

Please note that a condition of your acceptance of the Award is that you electronically acknowledge the terms of the Award certificate, including the restrictive covenants in Section 8 of the Award certificate.

Please note that the Company is required to inform you that the Award contains covenants not to compete that could restrict your options for subsequent employment following your separation from the Company. **Specifically, Sections 8(c) and 8(d) of the Award certificate contain covenants that place limitations on solicitation on providers and customers of the Company and engaging in certain other competitive activities following the end of your employment. You should carefully review this Agreement before signing it.**

Please also note that the covenants in Sections 8(d) of the Award certificate will apply to you after your employment ends only if you earn an amount of annualized cash compensation equivalent to or greater than the threshold amount for highly compensated workers defined by the Colorado Department of Labor Division of Labor Standards and Statistics and that the covenant in Sections 8(c) will apply to you after your employment ends only if you earn an amount of annualized cash compensation equivalent to or greater than sixty percent (60%) of the threshold. The current threshold for highly compensated workers can be found on the website of the Division of Labor Standards and Statistics at: https://cdle.colorado.gov/dlss

If you choose to accept the Award, your electronic signature acknowledges and applies to this notice when you electronically accept the Award.

I acknowledge and agree that I have read this notice. I have taken advantage of the review period to review and electronically acknowledge the Plan to the full extent that I desired to do so.

Acceptance Date: **#AcceptanceDate#**

Signed Electronically/Signed Manually: **#Signature#**

UNITEDHEALTH GROUP

RESTRICTED STOCK UNIT AWARD

Award Date (mm/dd/yyyy)	Number of Units	Final Vesting Date (mm/dd/yyyy)
#GrantDate#	#QuantityGranted#	#GrantCustom2#

THIS CERTIFIES THAT UnitedHealth Group Incorporated, on behalf of itself and its subsidiaries, related and affiliated companies, and all divisions, successors, and assigns of them (collectively, the "Company") has on the award date specified above (the "Award Date") granted to

#ParticipantName#

("Participant") an award (the "Award") to receive that number of restricted stock units (the "RSUs") indicated above in the box labeled "Number of Units," each RSU representing the right to receive one share of UnitedHealth Group Incorporated Common Stock, $.01 par value per share (the "Common Stock"), subject to certain restrictions and on the terms and conditions contained in this Award and the UnitedHealth Group Incorporated 2020 Stock Incentive Plan (the "Plan").

Participant acknowledges and agrees that the Company may deliver, by electronic mail, the use of the Internet, including through the website of the agent appointed by the Compensation and Human Resources Committee of the Board of Directors of the Company (the "Committee") to administer the Plan, the Company intranet web pages or otherwise, any information concerning the Company; the Award; the Plan, pursuant to which the Company granted the Award; and any information required by the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

A copy of the Plan is available upon request. In the event of any conflict between the terms of the Plan and this Award certificate, the terms of the Plan shall govern. Any terms not defined herein shall have the meaning set forth in the Plan.

* * * * *

1. Rights of Participant with Respect to the RSUs.

(a) No Shareholder Rights. The RSUs granted pursuant to this Award certificate do not and shall not entitle Participant to any rights of a shareholder of Common Stock, except as provided below. The rights of Participant with respect to the RSUs shall remain forfeitable at all times prior to the date on which such rights become vested, and the restrictions with respect to the RSUs lapse, in accordance with Section 2, 3 or 4.

(b) Conversion of RSUs; Issuance of Common Stock. No shares of Common Stock shall be issued to Participant prior to the date on which the RSUs vest, and the restrictions with

respect to the RSUs lapse, in accordance with Section 2, 3 or 4. Neither this Section 1(b) nor any action taken pursuant to or in accordance with this Section 1(b) shall be construed to create a trust of any kind. After any RSUs vest pursuant to Section 2, 3 or 4, the Company shall promptly cause to be issued shares of Common Stock to Participant or in the name of Participant's legal representatives, beneficiaries, or heirs, as the case may be, in payment of such vested whole RSUs, at the times provided in Section 2, 3 or 4, as applicable.

(c) Dividends. If a cash dividend is declared and paid by the Company with respect to the Common Stock, Participant shall be credited as of the applicable dividend payment date with an additional number of whole and/or fractional RSUs (the "Dividend Units") equal to (i) the total cash dividend Participant would have received had Participant's RSUs (and any previously credited Dividend Units with respect thereto) been actual shares of Common Stock, divided by (ii) the Fair Market Value of a share of Common Stock as of the applicable dividend payment date. As of each vesting date pursuant to Sections 2, 3 or 4, the number of Dividend Units paid on the RSUs vesting on such vesting date shall become vested, earned, and payable in the form of shares of Common Stock; provided, however, that any vested Dividend Units not converted into a whole share of Common Stock may be converted into a fractional Dividend Unit or a cash payment. To the extent Participant's rights to any unvested RSUs are forfeited, the Dividend Units paid on such forfeited RSUs shall also be forfeited. The terms of this Award certificate shall apply to all Dividend Units paid on the RSUs.

2. Vesting. Subject to the terms and conditions of this Award certificate, ___% of the RSUs shall vest, and the restrictions with respect to the RSUs shall lapse, on each of the _____ anniversaries of the grant date if Participant remains continuously employed by the Company or any Affiliate until the respective vesting dates. Any RSUs that vest pursuant to this Section 2 shall be paid to Participant no later than March 15th of the year following the year in which the vesting event occurs (which payment schedule is intended to comply with the "short-term deferral" exemption from the application of Section 409A of the Code).

3. Early Vesting On Certain Terminations On or After Change in Control. Notwithstanding the other vesting provisions contained in Section 2 and Section 4, but subject to the other terms and conditions set forth herein, all of the RSUs shall become immediately and unconditionally vested if, on or within two years after the effective date of a Change in Control, Participant ceases to be an employee of the Company or any Affiliate as a result of a termination of employment (i) by Participant for Good Reason, (ii) by the Company or any Affiliate without Cause, (iii) at a time when Participant is eligible for Retirement (as defined below), (iv) due to Participant's Disability (as defined below), or (v) in the circumstances described in Section 4(c); provided that in the case of a termination for Good Reason, the RSUs shall vest if Participant gives written notice of the circumstances constituting Good Reason within two years after the effective date of the Change in Control, if the Company fails to cure the circumstances constituting Good Reason within 60 days of the receipt of such notice and Participant resigns within 30 days after the end of the cure period, all as provided in Section 3(d). Any RSUs that vest pursuant to this Section 3 shall be paid to Participant in a lump sum within thirty (30) days after the date of Participant's Separation from Service. For purposes of this Award:

(a) "Affiliate" shall mean (i) any entity that, directly or indirectly through one or more intermediaries, is controlled by the Company and (ii) any entity in which the Company has a significant equity interest, as determined by the Committee.

(b) "Change in Control" shall mean the sale of all or substantially all of the Company's assets or any merger, reorganization, or exchange or tender offer which, in each case, will result in a change in the power to elect 50% or more of the members of the Board of Directors of the Company; provided, however, that such a sale, merger, or other event must also constitute either (i) a "change in the ownership" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(v), (ii) a "change in the effective control" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(vi)(A)(1) (replacing "30 percent" with "50 percent" as used in such regulation), or (iii) a change "in the ownership of a substantial portion of the assets" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(vii).

(c) "Cause" shall mean Participant's (i) material failure to follow the Company's reasonable direction or to perform any duties reasonably required on material matters, (ii) material violation of, or failure to act upon or report known or suspected violations of, the Company's Code of Conduct, as may be amended from time to time, (iii) conviction of any felony, (iv) commission of any criminal, fraudulent, or dishonest act in connection with Participant's employment, (v) breach of any of the Restrictive Covenants in Section 8 of this Award certificate or a material breach of any employment agreement between Participant and the Company or any Affiliate, if any, or (vi) conduct that is materially detrimental to the Company's interests. The Company will, within 120 days of discovery of the conduct, give Participant written notice specifying the conduct constituting Cause in reasonable detail and Participant will have 60 days to remedy such conduct, if such conduct is reasonably capable of being remedied. In any instance where the Company may have grounds for Cause, failure by the Company to provide written notice of the grounds for Cause within 120 days of discovery shall be a waiver of its right to assert the subject conduct as a basis for termination for Cause.

(d) "Good Reason" shall mean the occurrence of any of the following without Participant's written consent, in each case, when compared to the arrangements in effect immediately prior to the Change in Control:

(i) any reduction in Participant's base salary or target bonus expressed as a percentage of Participant's base salary, other than a reduction that is pursuant to a general reduction affecting a group of employees;

(ii) a change in the principal location at which Participant is required to perform his or her duties, if the new location is 50 miles or more further from Participant's principal residence than the original location;

(iii) a material diminution in Participant's duties, responsibilities, or authority; or

(iv) a change in Participant's reporting relationship.

Participant will, within 120 days of discovery of such circumstances, give the Company written notice specifying the circumstances constituting Good Reason in reasonable detail and, upon

receipt of such notice, the Company shall have 60 days to cure the circumstances constituting Good Reason. Failure by Participant to provide written notice of the grounds for Good Reason within 120 days of discovery, or failure by Participant to resign within 30 days after the end of the Company's 60-day cure period, shall be a waiver of Participant's right to assert the subject circumstance as a basis for termination for Good Reason.

(e) "Separation from Service" shall mean when Participant dies, retires, or otherwise has a termination of employment with the Company that constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h)(1), without regard to the optional alternative definitions available thereunder.

(f) Possible Acceleration of Vesting and Payment. If the Award is terminated pursuant to a Change in Control and is not assumed by a party to the Change in Control (and no such party issues a new award in substitution for the Award, as determined by the Committee), the Committee may provide for immediate vesting of the Award, and the issuance of shares of Common Stock, securities of a party to the Change in Control, or cash, or any combination thereof, in full satisfaction of the Award. Notwithstanding anything in the Plan or any other agreement to the contrary, there is no discretion to change the time of payment of the RSUs (in connection with a Change in Control, similar event, or otherwise) except as expressly provided in this Section 3 or as otherwise permitted under, and would not result in any tax, penalty, or interest under, Section 409A of the Code.

(g) Section 409A - Possible Six-Month Delay in Payment. Notwithstanding any provision of this Award certificate to the contrary, if payment of the RSUs is triggered by Participant's Separation from Service as provided in this Section 3 or Section 4 and, as of the date of such Separation from Service, Participant is a "specified employee" (within the meaning of Section 409A of the Code and determined pursuant to procedures adopted by the Company), Participant shall not be entitled to such payment of the RSUs until the earlier of (i) the date which is six (6) months after Participant's Separation from Service for any reason other than death, or (ii) the date of Participant's death. Any amounts otherwise payable to Participant upon or in the six (6) month period following Participant's Separation from Service that are not so paid by reason of this Section 3(g) shall be paid (without interest) as soon as practicable (and in all events within thirty (30) days) after the date that is six (6) months after Participant's Separation from Service (or, if earlier, as soon as practicable, and in all events within thirty (30) days, after the date of Participant's death). The provisions of this Section 3(g) shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty, or interest pursuant to Section 409A of the Code.

4. Termination of Employment.

(a) Termination of Employment Generally. Except as expressly provided in Section 3 or this Section 4, if, prior to vesting of the RSUs pursuant to Section 2, Participant ceases to be an employee of the Company or any Affiliate for any reason (voluntary or involuntary) and does not continue after such cessation of service to be either an employee of the Company or any Affiliate, then Participant's rights to all of the unvested RSUs shall be immediately and irrevocably forfeited on the date of termination.

(b) Death or Permanent Disability. If Participant dies while employed by the Company or any Affiliate, or if Participant receives disability benefits under the long-term disability insurance program of the Company or the Affiliate by which Participant is employed for a period of at least three months ("Disability"), then all unvested RSUs shall become immediately vested, and the restrictions with respect to all of the RSUs shall lapse, as of the date of such death or Disability. Any RSUs that vest pursuant to this Section 4(b) shall be paid to Participant or Participant's estate not later than 90 days after the date of such death or Disability. Notwithstanding the foregoing, if the condition that results in Participant receiving Disability benefits is not a medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, then the RSUs shall become immediately vested as provided above, but settlement shall be on the dates on which the RSUs would have vested under the original vesting schedule set forth in Section 2.

(c) Severance. If Participant's employment with the Company or any Affiliate terminates at a time when Participant is not eligible for Retirement (and other than due to Participant's death or Disability) and, in the circumstances, Participant is entitled to severance or separation pay, the following provisions of this Section 4(c) will apply. If Participant is entitled to severance under the Company's severance pay plan as in effect on the date hereof, then the RSUs shall continue to vest, and the restrictions with respect to the RSUs shall continue to lapse, for the period of such severance that Participant is eligible to receive. If Participant is entitled to severance under an employment agreement entered into with the Company or an Affiliate on or prior to the date hereof, then vesting of the RSUs, and lapsing of their restrictions, shall continue for the period of such severance that Participant would be entitled to receive under that agreement as of the date hereof. If Participant is entitled to severance or separation pay under a plan or agreement as of the date hereof, other than under the Company's severance pay plan or an employment agreement entered into with the Company or an Affiliate, then vesting of the RSUs, and lapsing of their restrictions, shall continue for three months from the date of termination, regardless of the period for which severance or separation pay is payable. In any case, should Participant's severance or separation pay be paid in a lump sum versus bi-weekly payments, the RSUs shall continue to vest for the period of time in which severance or separation pay would have been paid had it been paid bi-weekly. Any RSUs that vest pursuant to this Section 4(c) shall be paid to Participant on the dates on which the RSUs would have vested under the original vesting schedule set forth in Section 2. For avoidance of doubt, any RSUs that are unvested on the date of termination of Participant's employment and do not vest under the schedule set forth in Section 2 during the applicable severance or separation pay period identified above in this Section 4(c) shall be forfeited.

(d) Retirement. If Participant ceases to be an employee of the Company or any Affiliate and Participant is eligible for Retirement at the time of such termination of employment, then the vesting of the RSUs shall continue as if such termination of employment had not occurred, subject to provisions set out in Section 7 below. Any RSUs that vest pursuant to this Section 4(d) shall be paid to Participant on the dates on which the RSUs would have vested under the original vesting schedule set forth in Section 2.

(e) For purposes of this Award certificate, "Retirement" means the termination of employment of a Participant who is age 55 or older with at least ten years of Recognized Employment with the Company or any Affiliate other than by reason of (i) death or Disability or

(ii) Cause. Notwithstanding the terms of any other agreement heretofore or hereafter entered into between the parties that reference retirement, Participant and the Company acknowledge and agree that for purposes of calculating years of service for retirement eligibility, Participant will receive three point seven (3.7) years of service credit for each year he remains employed with the Company after February 3, 2021. If, prior to February 3, 2023, Participant is terminated by the Company without Cause or if Participant terminates employment for Good Reason, as defined in Participant's employment agreement effective February 3, 2021, Participant will be deemed to have met the applicable age and service requirements and will be retirement eligible.

(f) For purposes of this Award certificate, "Recognized Employment" shall include only employment since Participant's most recent date of hire by the Company or any Affiliate and shall not include employment with a company acquired by the Company or any Affiliate before the date of such acquisition.

5. Restriction on Transfer. Participant may not transfer the RSUs except by will or by the laws of descent and distribution. Notwithstanding the foregoing, the Award may be transferred to an alternate payee pursuant to the terms of a domestic relations order (as such terms are defined by Section 414(p) of the Code), provided that (i) Participant is an employee at the time the domestic relations order is entered, (ii) the Award was outstanding at the time the domestic relations order is entered, and (iii) the transfer otherwise satisfies all requirements of the Plan and any limitations and requirements established by the Committee. Any attempt to otherwise transfer the RSUs shall be void.

6. Special Restriction on Transfer for Certain Participants. If Participant is an officer of the Company within the meaning of Section 16 of the Securities Exchange Act of 1934 and Rule 16a-1 issued thereunder, as such status is reasonably determined from time to time by the Board of Directors of the Company (a "Section 16 Officer"), at any time that shares of Common Stock are issued upon the vesting of RSUs and the Company has theretofore communicated Participant's status as a Section 16 Officer to Participant, the following special transfer restrictions apply to Participant's Award. One-third (1/3) of the net number of any shares of Common Stock acquired by Participant upon the vesting of RSUs at a time when Participant is a Section 16 Officer (including any shares of Common Stock or other securities into which such shares may be converted or exchanged as a result of any adjustment made pursuant to this Award or Section 7 of the Plan) must be retained, and may not be sold or otherwise transferred, for a period of at least one year following the applicable vesting date. For purposes of this Award, the "net number of any shares of Common Stock acquired" shall mean the number of shares issued upon vesting of RSUs after reduction for any shares of Common Stock withheld by or tendered to the Company, or sold on the market, to cover any federal, state, local, or other payroll, withholding, income, or other applicable tax withholding required in connection with the issuance of the shares. The restrictions of this Section 6 are in addition to, and not in lieu of, the restrictions imposed under other Company policies and applicable laws.

7. Forfeiture of RSUs and Shares of Common Stock. This Section 7 sets forth circumstances under which Participant shall forfeit all or a portion of the RSUs or be required to repay the Company for the value realized in respect of all or a portion of the RSUs.

(a) If a Participant is subject to and found in violation of the Company Recoupment and Cancellation Policy, as in effect from time to time (the "Policy"), Participant's outstanding RSUs, whether or not vested, may be forfeited, and Participant may be required to repay the amount realized upon the settlement of previously settled RSUs, to the extent and in the manner provided in the Policy.

(b) Violation of Restrictive Covenants. If Participant violates any provision of the Restrictive Covenants set forth in Section 8 below, then any unvested RSUs shall be immediately and irrevocably forfeited without any payment therefor. In addition, for any RSUs that vested within one year prior to Participant's termination of employment with the Company or any Affiliate or at any time after such termination of employment, Participant shall be required, upon demand, to repay or otherwise reimburse the Company (including by forfeiting any deferred compensation credits in respect of such RSUs under the Company's non-qualified compensation deferral plans) an amount having a value equal to the aggregate Fair Market Value of the shares of Common Stock underlying such RSUs on the date the RSUs became vested.

(c) In General. This Section 7 does not constitute the Company's exclusive remedy for Participant's violation of the Restrictive Covenants or commission of fraudulent conduct. As the forfeiture and repayment provisions are not adequate remedies at law, the Company may seek any additional legal or equitable remedy, including injunctive relief, for any such violations, except that, if unvested RSUs continue to vest under Section 4 following the termination of Participant's employment with the Company or any Affiliate, then, with respect to the Restrictive Covenants in Sections 8 (c) or (d) below, the maximum period of time to which Company shall be entitled to injunctive relief is a total of two (2) years following the termination of Participant's employment with the Company or any Affiliate, not counting any time period that Participant is in violation of the Restrictive Covenants in Sections 8(c) or (d) below and during which time the running of the time periods for the restrictions set forth in Sections 8(c) and (d) of this Agreement shall be tolled as permitted by applicable law such that the running of the two (2) year time period shall commence only once Participant is in compliance with the Restrictive Covenants. The provisions in this Section 7 are essential economic conditions to the Company's grant of RSUs to Participant. By receiving the grant of RSUs hereunder, Participant agrees that the Company may deduct from any amounts it owes Participant from time to time (such as wages or other compensation, deferred compensation credits, vacation pay, any severance or other payments owed following a termination of employment, as well as any other amounts owed to Participant by the Company) to the extent of any amounts Participant owes the Company under this section. The provisions of this Section 7 and any amounts repayable by Participant hereunder are intended to be in addition to any rights to repayment the Company may have under Section 304 of the Sarbanes-Oxley Act of 2002, Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and other applicable law.

8. Assignment and Restrictive Covenants. In consideration of the terms of this Award certificate and the Company's sharing of Confidential Information with Participant, which Participant agrees constitute adequate and sufficient mutually agreed consideration, Participant agrees to the Assignment and Restrictive Covenants set forth below in this Section 8.

(a) Assignment of Intellectual Property. Participant agrees to assign and hereby assigns to Company all rights, titles and interests Participant may have in or to any invention,

innovation, computer program, software, database, discovery, idea, writing, improvement, process, technique or other works (collectively "Intellectual Property") whether or not patentable or registrable under copyright or similar statutes, created or conceived by Participant, either alone or jointly with others, during Participant's employment that: (i) relates in any manner to the actual or anticipated business, research, or development of Company; (ii) results from work assigned to or performed by Participant for Company; and/or (iii) is conceived of or made with the use of Company systems, equipment, supplies, materials, facilities, computer programs, confidential information and/or trade secret information (collectively "Company Resources"). This assignment does not apply to Intellectual Property that meets all of the following criteria: (i) no Company Resources were used in its creation; (ii) the Intellectual Property was developed entirely on Participants own time; (iii) at the time of conception or reduction to practice the Intellectual Property does not relate to Company's business, actual or anticipated research or development; and (iv) the Intellectual Property does not result from any work performed by Participant for Company. Participant shall disclose to Company all Intellectual Property developed during Participant's employment so that Company may determine any rights it many have in such Intellectual Property.

(b) Non-Disclosure. Participant has or will be given access to and provided with sensitive, confidential, proprietary and/or trade secret information (collectively, "Confidential Information") in the course of Participant's employment. Examples of Confidential Information include inventions, new product or marketing plans, business strategies and plans, merger and acquisition targets, financial and pricing information, computer programs, source codes, models and data bases, analytical models, customer lists and information, and supplier and vendor lists and other information which is not generally available to the public. Participant shall not disclose or use Confidential Information, either during or after Participant's employment with the Company, except (i) as necessary to perform Participant's duties, (ii) as the Company may consent in writing, or (iii) as permitted by Section 8(g) below.

(c) Non-Solicitation. During Participant's employment and for two years after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date under Section 4, Participant shall not, without the Company's prior written consent, directly or indirectly, for Participant or for any other person or entity, as agent, employee, officer, director, consultant, owner, principal, partner, shareholder, or in any other individual or representative capacity:

(i) Solicit or conduct business with any business competitive with the Company from any person or entity: (A) who was a Company provider or customer within the 12 months before Participant's employment termination and with whom Participant had contact regarding the Company's activity, products or services, or for whom Participant provided services or supervised employees who provided those services, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity, or (B) was a prospective provider or customer the Company solicited within the 12 months before Participant's employment termination and with whom Participant had contact for the purposes of soliciting the person or entity to become a provider or customer of the Company, or

supervised employees who had those contacts, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity;

(ii) Raid, hire, employ, recruit or solicit any Company employee or consultant who possesses Confidential Information of the Company to leave the Company;

(iii) Induce or influence any Company employee, consultant, or provider who possesses Confidential Information of the Company to terminate his, her or its employment or other relationship with the Company; or

(iv) Assist anyone in any of the activities listed above.

(d) Non-Competition. During Participant's employment and for one year after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date under Section 4, Participant shall not, without the Company's prior written consent, directly or indirectly, for Participant or for any other person or entity, as agent, employee, officer, director, consultant, owner, principal, partner, shareholder, or in any other individual or representative capacity:

(i) Engage in or participate in any activity that competes, directly or indirectly, with any Company activity, product, or service that Participant engaged in, participated in, or had Confidential Information about during Participant's last 24 months of employment with the Company; or

(ii) Assist anyone in any of the activities listed above.

(e) Geographic Scope.

(i) Participant's obligations under subsections 8(c) and (d) of this "Assignments and Restrictive Covenants" section shall apply on a nationwide basis anywhere in the United States.

(ii) Participant's obligations under this "Assignments and Restrictive Covenants" section shall also apply in any country outside the United States with respect to which Participant had responsibility for any UnitedHealth Group activity, product, or service in that country.

(f) Return of Property. Participant agrees that all tangible materials (whether originals or duplicates), including, but not limited to, notebooks, computers, files, reports, proposals, price lists, lists of actual or potential customers or suppliers, talent lists, formulae, prototypes, tools, equipment, models, specifications, technical data, methodologies, research results, test results, financial data, contracts, agreements, correspondence, documents, computer disks, software, computer printouts, information stored electronically, memoranda, and notes, in Participant's possession, custody, or control which in any way relate to the Company's business and which are furnished to Participant by or on behalf of the Company or which are prepared, compiled or acquired by Participant while working with or employed by the Company shall be the sole property

of the Company. At any time upon the request of the Company, and in any event promptly upon termination of Participant's employment with the Company, but in any event no later than two (2) business days after such termination, Participant shall deliver all such materials to the Company and shall not retain any originals or copies (including electronically) of such materials.

(g) No Restriction on Protected Activities. Nothing in this Award certificate prohibits Participant from disclosing information in good faith to any governmental agency, legislative body, or official regarding an alleged violation of law or regulation or otherwise protected under applicable law, including, without limitation, the National Labor Relations Act, the Defend Trade Secrets Act, and any rule or regulation promulgated by the Securities and Exchange Commission, the National Labor Relations Board, the Equal Employment Opportunity Commission, or any other federal, state, or local government agency. Participant acknowledges that, through this Section 8(g), the Company has provided Participant with written notice that, pursuant to the Defend Trade Secrets Act, 8 USC § 1833(b), an employee, consultant, or contractor of an employer may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of an employer's trade secrets, so long as such disclosure is made solely: (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; and/or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, Participant understands that, pursuant to 18 USC § 1831 et seq., an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. The foregoing immunities provided under 18 USC § 1831 et seq. do not apply to any disclosure of Confidential Information or trade secrets of an employer's clients, customers, or counterparties, or of any other third parties. For purposes of this paragraph solely, "trade secret" has the meaning set forth in 18 USC § 1839.

(h) Exceptions. Notwithstanding the foregoing, this Section 8 will apply only to the extent permissible under provisions of the ABA Model Rules of Professional Conduct, or any applicable state counterpart regarding restrictions on the right to practice law.

(i) Acknowledgment of Obligations. By accepting the Award, Participant agrees that the provisions of this Section 8 are reasonable and necessary to protect the legitimate interests of the Company. Participant further acknowledges that Participant's obligations under this Section 8 are in addition to, and do not limit, any and all obligations concerning the same subject matter arising under any applicable law, including, without limitation, common law and statutory law relating to fiduciary duties and trade secrets. To the extent Participant and the Company agree at any time to enter into separate agreements containing restrictive covenants or assignment of intellectual property with different or inconsistent terms than those contained herein, Participant and the Company acknowledge and agree that such different or inconsistent terms shall not in any way affect or have relevance to the Assignment and Restrictive Covenants contained herein. If Participant is a resident of Colorado, Participant acknowledges that Sections 8(c) and (d) contain covenants not to compete that could restrict Participant's options for subsequent employment following separation from the Company.

9. Adjustments to RSUs. In the event that any dividend or other distribution (whether in the form of cash, shares of Common Stock, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Common Stock or other securities of the Company or other similar corporate transaction or event affecting the Common Stock would be reasonably likely to result in the diminution or enlargement of any of the benefits or potential benefits intended to be made available under the Award (including, without limitation, the benefits or potential benefits of provisions relating to the vesting of the RSUs), the Committee shall, in such manner as it shall deem equitable or appropriate in order to prevent such diminution or enlargement of any such benefits or potential benefits, make adjustments to the Award, including adjustments in the number and type of shares of Common Stock Participant would have received upon vesting of the RSUs.

10. Tax Matters.

(a) Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or any Affiliate employing Participant (the "Employer"), the ultimate liability for any or all federal, state, local or foreign income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items related to Participant's participation in the Plan and legally applicable to Participant ("Tax-Related Items") is and remains Participant's responsibility and may exceed the amount actually withheld by the Company and/or Employer. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Awards, including, but not limited to, the grant or vesting of the Awards, the delivery of the shares of Common Stock, the subsequent sale of shares of Common Stock acquired at vesting and the receipt of any dividends or dividend equivalents; and (ii) do not commit to structure the terms of the grant or any aspect of the Awards to reduce or eliminate Participant's liability for Tax-Related Items. Further, if Participant has relocated to a different jurisdiction between the Award Date and the date of any taxable event, Participant acknowledges that the Company and/or the Employer (or former Employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

In connection with any relevant taxable event, Participant shall pay or make adequate arrangements satisfactory to the Company and/or the Employer (in its sole discretion) to satisfy all tax withholding and payment on account obligations for Tax-Related Items of the Company and/or the Employer. In this regard, Participant authorizes the Company and the Employer, or either of them, in such entity's sole discretion, to satisfy the obligations with regard to all Tax-Related Items legally payable by Participant (with respect to the Award granted hereunder as well as any equity awards previously received by Participant under any Company stock plan) by one or a combination of the following: (i) requiring Participant to pay Tax-Related Items in cash with a cashier's check or certified check or by wire transfer of immediately available funds; (ii) withholding cash from Participant's wages or other compensation payable to Participant by the Company and/or the Employer; (iii) withholding from the proceeds of the sale of shares of Common Stock otherwise issuable to Participant upon vesting of the Awards either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf and at Participant's direction pursuant to this authorization without further consent); or (iv) withholding in shares of Common Stock otherwise issuable to Participant upon vesting of the Awards.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates, in which case Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. In the event of under-withholding, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, Participant is deemed to have been issued the full number of shares of Common Stock subject to the vested Award, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

Participant shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of Participant's participation in the Plan that are not satisfied by any of the means previously described. The Company may refuse to deliver the shares of Common Stock to Participant if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items as described in this Section.

Further, without limitation to the foregoing, if Participant is subject to tax in the United Kingdom, Participant agrees that Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or, if different, the Employer or by HM Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). Participant also agrees to indemnify and keep indemnified the Company and, if different, the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on Participant's behalf. Notwithstanding the foregoing, Participant understands and agrees that if Participant is a director or an executive officer of the Company (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), and any Tax-Related Items are not collected from or paid by Participant, the amount of uncollected income tax may constitute an additional benefit to Participant on which additional income tax and National Insurance Contributions ("NICs") may be payable. Participant understands and agrees that Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any NICs due on this additional benefit which the Company or the Employer may recover from Participant by any of the means referred to in this Section 10.

(b) 409A. It is intended that this Award and any amounts payable under this Award shall either be exempt from or comply with Section 409A of the Code (including the Treasury regulations and other published guidance relating thereto) so as not to subject Participant to payment of any additional tax, penalty, or interest imposed under Section 409A of the Code. The provisions of this Award certificate shall be construed and interpreted to avoid the imputation of any such additional tax, penalty, or interest under Section 409A of the Code yet preserve (to the nearest extent reasonably possible) the intended benefit payable to Participant. To the extent that the time or form of payment of any benefit pursuant to this Award would violate the terms of Section 409A, the Committee may revise the time or form of payment to conform to Section 409A. Notwithstanding the foregoing, in no event shall the Company, any Affiliate, the members of the Committee, or any other person have any liability for any additional tax, penalty or interest imposed on Participant by reason of Section 409A or otherwise.

11. Miscellaneous.

(a) At-Will Employment. This Award certificate does not confer on Participant any right to continued employment or any other relationship with the Company or any Affiliate, nor will it interfere in any way with the right of the Company to terminate Participant at any time. Participant's employment with the Company is at will.

(b) No Trust or Fiduciary Relationship. Neither the Plan nor this Award certificate shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate and Participant or any other person. To the extent that any person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured creditor of the Company or any Affiliate.

(c) Securities Law Requirements. The Company shall not be required to deliver any shares of Common Stock upon the vesting of any RSUs until the requirements of any federal or state securities laws, rules, or regulations or other laws or rules (including the rules of any securities exchange) as may be determined by the Company to be applicable have been and continue to be satisfied (including an effective registration of the shares under federal and state securities laws).

(d) Original Instrument. An original record of this Award certificate and all the terms hereof, executed by the Company, is held on file by the Company. To the extent there is any conflict between the terms contained in any copy of this Award certificate and the terms contained in the original held by the Company, the terms of the original held by the Company shall control.

(e) Survival of Restrictive Covenants. The Restrictive Covenants in Section 8 of this Award certificate and the provisions regarding the forfeiture of RSUs and shares of Common Stock shall survive termination of the RSUs and termination of Participant's relationship with the Company as set forth in Section 8.

(f) Choice of Law, Injunctive Relief, Attorney's Fees and Jury Trial. Participant consents to the law of Delaware exclusively being applied to any matter arising out of or relating to this Award certificate, without regard to its conflict of law principles, and exclusively to personal and subject matter jurisdiction in the state and federal courts of Delaware for any dispute relating to this Award certificate or Participant's relationship with the Company. In the event of a breach or a threatened breach of this Award by Participant, Participant acknowledges that the Company will face irreparable injury which may be difficult to calculate in dollar terms and that the Company shall be entitled, in addition to remedies otherwise available at law or in equity, to temporary restraining orders and preliminary injunctions and final injunctions without the posting of a bond enjoining such breach or threatened breach. Should the Company successfully enforce any portion of this Award certificate before a trier of fact or in an arbitration proceeding, the Company shall be entitled to all of its reasonable attorney's fees and costs incurred as a result of enforcing this Award certificate against Participant. Participant waives all rights or entitlement to a jury trial for any matter arising out of or relating to this Award certificate.

(g) No Waiver. No waiver of any breach of any provision of this Award certificate by the Company shall be effective unless it is in writing, and no waiver shall be construed to be a waiver of any succeeding breach or as a modification of such provision. The provisions of this Award certificate shall be severable, and if any provision of this Award certificate is found by any court or arbitrator to be unenforceable, in whole or in part, the remainder of this Award certificate shall nevertheless be enforceable and binding on the parties. Participant also agrees that a court or arbitrator may modify any invalid, overbroad or unenforceable term of this Award certificate so that such term, as modified, is valid and enforceable under applicable law, and that a court or arbitrator is authorized to extend the length of the Restrictive Covenants in Section 8 of this Award certificate for any period of time in which Participant is in breach of the Restrictive Covenants or as necessary to protect the legitimate business interests of Company. Further, Participant affirmatively states that Participant has not, will not, and cannot rely on any representations not expressly made herein. The terms of this Award certificate shall not be amended by Participant or Company except by the express written consent of the Company and Participant.

(h) Consideration Period; Right to Consult with Counsel. By Participant's acceptance below, Participant acknowledges and agrees that the Company provided Participant with at least ten (10) business days to review and consider this Award certificate and that voluntarily accepting this Award certificate before the expiration of ten (10) business days shall serve as a waiver of the ten (10) day review period. Participant has the right and is advised to consult with counsel of his/ her choice before signing this document.

(i) Assignability and Change of Position. The rights and/or obligations herein may be assigned by the Company without Participant's consent and shall bind and inure to the benefit of the Company's successors, assigns, and representatives. If the Company makes any assignment of the rights and/or obligations herein, Participant agrees that this Award certificate shall remain binding upon Participant in any event.

12. ***Data Privacy Notice and Consent***.

(a) ***Declaration of Consent. By accepting the RSUs via the Company's acceptance procedure, Participant is declaring that Participant agrees with the data processing practices described herein and consent to the collection, processing and use of Data by the Company and the transfer of Data to the recipients mentioned below, including recipients located in countries which may not have a similar level of protection from the perspective of the data protection laws in Participant's country.***

(b) ***Data Collection and Usage. The Company and the Employer may collect, process and use certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all RSUs or any other entitlement to shares awarded, canceled, settled, vested, unvested or outstanding in Participant's favor ("Data"), for the purposes of implementing, administering and managing the Plan. The legal basis, where required, for the processing of Data is Participant's consent.***

(c) ***Plan Administration Service Providers****. The Company will transfer Data to Fidelity Stock Plan Services, LLC, which is assisting the Company with the implementation, administration, and management of the Plan. The Company may select different or additional service providers in the future and may share Data with such other provider(s) serving in a similar manner. Participant may be asked to agree on separate terms and data processing practices with Fidelity Stock Plan Services, LLC, with such agreement being a condition to the ability to participate in the Plan.*

(d) ***International Data Transfers****. Participant understands that his or her country of residence may have enacted data privacy laws that are different from the laws governing the Company or its service providers. As a result, in the absence of appropriate safeguards such as standard data protection clauses, the processing of Data in, or the transfer of Data to, the United States or, as the case may be, other countries might not be subject to substantive data processing principles or supervision by data protection authorities. In addition, Participant might not have enforceable rights regarding the processing or transfer of Participant's Data in and/or to such countries. The Company's legal basis for the transfer of Data is Participant's consent.*

(e) ***Data Retention****. The Company will hold and use the Data only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, labor, and securities laws.*

(f) ***Voluntariness and Consequences of Consent Denial or Withdrawal****. Participation in the Plan is voluntary, and Participant is providing the consents herein on a purely voluntary basis. Participant understands that Participant may withdraw consent at any time with future effect for any or no reason. If Participant does not consent, or if Participant later seek to revoke consent, Participant's salary from or employment and career with the Employer will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to offer RSUs to Participant or otherwise administer or maintain Participant's participation in the Plan.*

(g) ***Data Subject Rights****. Participant understands that data subject rights vary depending on the applicable law and that, depending on where Participant is based and subject to the conditions set out in the applicable law, Participant may have, without limitation, the rights to (i) request access or copies of Data the Company processes, (ii) rectification of incorrect Data, (iii) deletion of Data, (iv) restrictions on processing of Data, (v) portability of Data, (vi) lodge complaints with competent authorities in Participant's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarification regarding these rights or to exercise these rights, Participant understands that Participant can contact his or her local human resources representative.*

(a) ***By clicking the "Accept" or similar button implemented into the relevant web page or platform, Participant declares, without limitation, Participant's consent to the data processing operations described in this Agreement. Participant understands and acknowledges that Participant may withdraw consent at any time with future effect for any or no reason as described in sub-section (f) above.***

13. Nature of Awards. By accepting the Awards, Participant acknowledges and agrees that:

(a) the grant of RSUs hereunder, and any future grant of RSUs under the Plan is entirely exceptional, voluntary, and occasional, and at the sole discretion of the Company. Neither this Award of RSUs nor any past or future Award of RSUs by the Company shall be deemed to create any contractual or other obligation to Award any right to receive future grants of RSUs, benefits in lieu of RSUs, even if RSUs have been granted in the past;

(b) the Plan is operated and the RSUs are granted solely by the Company and only the Company is a party to this Award Agreement; accordingly, any rights Participant may have under this Award Agreement may be raised only against the Company but not any Affiliate (including, but not limited to, the Employer);

(c) all decisions with respect to future RSUs or other equity award grants, if any, shall be at the sole discretion of the Company;

(d) the Plan is established voluntarily by the Company, and the Awards granted thereunder is discretionary in nature and it may be modified, amended, suspended, or terminated by the Company at any time, to the extent permitted by the Plan;

(e) Participant's participation in the Plan is voluntary;

(f) the Awards and shares of Common Stock subject to the Awards, and the income from and value of same, are an extraordinary item of compensation outside the scope of Participant's employment. As such, the RSUs and shares of Common Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-term service awards, holiday pay, pension or retirement or welfare benefits or similar mandatory payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or the Employer;

(g) the RSUs and the shares of Common Stock subject to the RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;

(h) the future value of the underlying shares of Common Stock is unknown and cannot be predicted with certainty;

(i) the value of the shares of Common Stock acquired upon vesting/settlement of the Awards may increase or decrease in value;

(j) no claim or entitlement to compensation or damages shall arise from the forfeiture of the Award resulting from termination of Participant's employment or continuous service with the Company or any Affiliate (for any reason whatsoever, and whether or not later found to be

invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of his or her employment agreement, if any);

(k) for purposes of this Award, Participant's employment will be considered terminated as of the date Participant is no longer actively providing services to the Company or any Affiliate (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment or service agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, Participant's right to vest in this Award under the Plan or Agreement, if any, will terminate as of such date and will not be extended by any notice period (e.g., Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment or service agreement, if any). The Committee shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of his or her Award grant (including whether Participant may still be considered to be providing services while on a leave of absence);

(l) if Participant is providing services outside the U.S., neither the Company, the Employer nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the U.S. Dollar that may affect the value of the RSUs or of any amounts due to Participant pursuant to the vesting/settlement of the RSUs or the subsequent sale of shares of Common Stock acquired upon vesting/settlement;

(m) unless otherwise provided in the Plan or by the Company in its discretion, the Awards and the benefits evidenced by this Agreement do not create any entitlement to have the Awards or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of Common Stock;

(n) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan or Participant's acquisition or sale of the underlying shares of Common Stock; and

(o) Participant should consult with Participant's own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

14. Insider Trading Restrictions and Market Abuse Laws. Participant acknowledges that, depending on Participant's or Participant's broker's country of residence or where the Company shares of Common Stock are listed, Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to accept, acquire, sell or otherwise dispose of Company shares of Common Stock, rights to the shares of Common Stock (e.g., RSUs) or rights linked to the value of shares of Common Stock (e.g., phantom awards, futures) during such times as Participant is considered to have "inside information" regarding the Company as defined by the laws or regulations in Participant's country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before Participant possessed inside information. Furthermore, Participant could be prohibited from (i) disclosing the inside

information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Participant acknowledges that it is Participant's responsibility to comply with any applicable restrictions, and that Participant should speak to his or her personal advisor on this matter.

15. Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Award and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

16. Electronic Acknowledgment. An authorized representative of the Company has signed the Agreement below. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through the current on-line system, or any other on-line system or electronic means that the Company may decide, in its sole discretion, to use in the future. Participant acknowledges and agrees that Participant has carefully reviewed this Agreement and the Plan, and these documents set forth the entire understanding between Participant and the Company regarding this Award and supersede all prior or contemporaneous oral and written agreements with respect thereto.

Participant's designation/election via the current plan administrator's website that Participant has read and accepted the terms of this Agreement and the terms and conditions of the Plan is considered Participant's electronic signature and his or her express consent to this Agreement and the terms and conditions set forth in the Plan.

Offer Date: **#GrantDate#**

By _____, on behalf of UnitedHealth Group Incorporated

Acceptance Date: **#AcceptanceDate#**

Signed Electronically/Signed Manually: **#Signature#**

UNITEDHEALTH GROUP

NONQUALIFIED STOCK OPTION AWARD

Award Date (mm/dd/yyyy)	Option Shares	Exercise Price	Expiration Date (mm/dd/yyyy)
#GrantDate#	#QuantityGranted#	$#GrantPrice#	#ExpirationDate#

THIS CERTIFIES THAT UnitedHealth Group Incorporated, on behalf of itself and its subsidiaries, related and affiliated companies, and all divisions, successors, and assigns of them (collectively, the "Company") has on the award date specified above (the "Award Date") granted to

#ParticipantName#

(the "Participant") the option (the "Option") to purchase that number of shares of UnitedHealth Group Incorporated Common Stock, $.01 par value per share (the "Common Stock"), indicated above (the "Option Shares"). The Option that this Award represents will expire on the expiration date indicated above (the "Expiration Date"), unless it is terminated prior to that time in accordance with this Award.

The Option Shares represented by this Award shall become exercisable as follows: __% on each of the _____ anniversaries, unless the Option shall have terminated, or the vesting shall have accelerated as provided in this Award. Once the Option has become exercisable for all or a portion of the Option Shares, it will remain exercisable for all or such portion of the Option Shares, as the case may be, until the Option expires or is terminated as provided in this Award.

By accepting this Award, Participant acknowledges that Participant will not have any of the rights of a shareholder with respect to the Option Shares until the Option has been duly exercised and the exercise price indicated above (the "Exercise Price"), and applicable withholding taxes paid in accordance with this Award. Participant further acknowledges and agrees that the Company may deliver, by electronic mail, the use of the Internet, including through the website of the agent appointed by the Compensation and Human Resources Committee of the Board of Directors of the Company (the "Committee") to administer the UnitedHealth Group Incorporated 2020 Stock Incentive Plan (the "Plan"), the Company intranet web pages or otherwise, any information concerning the Company, this Award, the Plan pursuant to which the Company granted this Award, and any information required by the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

This Option is subject to the further terms and conditions set forth below and to the terms of the Plan. A copy of the Plan is available upon request. In the event of any conflict between the terms

of the Plan and this Award, the terms of the Plan shall govern. Any terms not defined herein shall have the meaning set forth in the Plan.

* * * * *

1. Nonqualified Option. The Company does not intend that the Option shall be an Incentive Stock Option governed by the provisions of Section 422 of the U.S. Internal Revenue Code of 1986, as amended (the "Code").

2. Termination of Option. The Option shall terminate on the Expiration Date. The Option shall terminate prior to the Expiration Date if Participant ceases to be employed by the Company or any Affiliate, except that:

(a) *General.* Except as expressly provided in Section 10 or this Section 2, if prior to vesting of the Option as set forth herein, Participant ceases to be an employee of the Company or any Affiliate for any reason (voluntary or involuntary), then Participant may, at any time within the period set forth in the applicable provision below, exercise the Option to the extent of the full number of Option Shares which were exercisable and which Participant was entitled to purchase under the Option on the date of the termination of his or her employment.

(b) *Death or Long-Term Disability.* If Participant dies while employed by the Company or any Affiliate, or if Participant's employment by the Company or any Affiliate is terminated due to Participant's failure to return to work as the result of a long-term disability which renders Participant incapable of performing his or her duties as determined under the provisions of the long-term disability insurance program of the Company or the Affiliate by which Participant is employed ("Disability"), then: (i) all unvested Option Shares hereunder shall immediately vest and be exercisable, and (ii) Participant (or Participant's personal representatives, administrators or guardians, as applicable, or any person or persons to whom the Option is transferred by will or the applicable laws of descent and distribution) may, at any time within the shorter of (1) the Expiration Date of the Option, or (2) a period of five years after Participant's death or Disability or for such other longer period established at the discretion of the Committee, exercise the Option.

(c) *Severance.* Subject to Section 10, if Participant's employment with the Company or an Affiliate terminates at a time when Participant is not eligible for Retirement (as defined below) and, in the circumstances, Participant is entitled to severance or separation pay, the following provisions will apply. If Participant is entitled to severance under the Company's severance pay plan as in effect on the date hereof and Participant is not eligible for Retirement (as defined below) at the time of termination of employment, then the Option shall continue to vest and become exercisable for the period of such severance. If Participant is entitled to severance under an employment agreement entered into with the Company or an Affiliate on or prior to the date hereof, then the Option shall continue to vest and become exercisable for the period of such severance that Participant is entitled to receive under that agreement as in effect on the date hereof. In either case, should Participant be paid in a lump sum versus bi-weekly payments, the Option shall continue to vest for the time in which severance or separation pay would have been paid had it been paid bi-weekly. If Participant is entitled to severance or separation pay under a plan or agreement as of the date hereof, other than under the Company's severance pay plan or an employment agreement entered into with the Company or an Affiliate, then vesting of the Option

shall continue for three months from the date of termination, regardless of the period for which severance or separation pay is payable. Any portion of the Option that vests after Participant's termination of employment pursuant to this Section 2(c) may be exercised during the Exercise Period (as defined below). For avoidance of doubt, any Options that are unvested on the date of termination of Participant's employment and do not vest under the schedule set forth herein during the applicable severance or separation pay period identified above in this Section 2(c) shall be forfeited. For the purposes of this Section 2(c), "Exercise Period" shall mean the greater of: (i) a period of three months after the date of termination of Participant's employment; (ii) a period of three months after vesting ceases as provided in Section 2(c) if Participant receives severance or separation pay; or (iii) such other longer period established at the discretion of the Committee, but in no event later than the Expiration Date determined without regard to this Section 2(c).

(d) *Retirement.* If Participant's employment by the Company or any Affiliate is terminated and at the time of termination Participant is eligible for Retirement, then (i) the Option shall continue to vest and become exercisable as if such termination of employment had not occurred and (ii) Participant may, at any time within the shorter of (1) the Expiration Date of the Option, or (2) a period of five years after such termination of employment or for such other longer period established at the discretion of the Committee, exercise the Option to the extent of the full number of Option Shares which are then exercisable.

(e) Anything else contained in this Award certificate notwithstanding, the Option shall in no event be exercisable after the Expiration Date.

(f) For purposes of this Award, "Retirement" means the termination of employment of a Participant who is age 55 or older with at least ten years of Recognized Employment with the Company or any Affiliate other than by reason of (i) death or Disability or (ii) Cause. Notwithstanding the terms of any other agreement heretofore or hereafter entered into between the parties that reference retirement, Participant and the Company acknowledge and agree that for purposes of calculating years of service for retirement eligibility, Participant will receive three point seven (3.7) years of service credit for each year he remains employed with the Company after February 3, 2021. If, prior to February 3, 2023, Participant is terminated by the Company without Cause or if Participant terminates employment for Good Reason, as defined in Participant's employment agreement effective February 3, 2021, Participant will be deemed to have met the applicable age and service requirements and will be retirement eligible.

(g) For purposes of this Award, "Recognized Employment" shall include only employment since Participant's most recent date of hire by the Company or any Affiliate and shall not include employment with a company acquired by the Company or any Affiliate before the date of such acquisition.

3. Manner of Exercise.

(a) *In General*. On the terms set forth herein, the Option may be exercised by Participant in whole or in part from time to time by delivering notice of exercise (in a form and manner acceptable to the Company) to the Company or the Committee's designated agent, accompanied by payment of the Exercise Price and any applicable withholding taxes in cash or its equivalent, or by any of the following methods, subject to such limitations and restrictions as the

Committee may establish (i) by a cashless exercise program established pursuant to Regulation T of the Federal Reserve Board, (ii) by delivery of shares of Common Stock already owned by Participant, (iii) by withholding shares of Common Stock from the total number of shares of Common Stock acquired upon exercise under the Option having a fair market value, on the exercise date, equal to the aggregate Exercise Price and any applicable withholding taxes, or (iv) by a combination of any of the preceding methods or such other methods as the Committee may permit.

(b) *Automatic Exercise*. To the extent the vested and exercisable portion of the Option remains unexercised as of the close of business on the date the Option expires (the Expiration Date or such earlier date that is the last date on which the Option may be exercised pursuant to the terms of this Award certificate), that portion of the Option will be exercised without any action by Participant in accordance with the terms of this Certificate if the Fair Market Value of a Share on that date is at least $0.01 greater than the Exercise Price and the exercise will result in Participant receiving at least one Share.

(c) *Satisfaction of Securities Laws*. Notwithstanding anything to the contrary in this Award certificate, the Company shall not be required to issue or deliver any shares of Common Stock upon exercise of any Option until the requirements of any federal or state securities laws, rules or regulations or other laws or rules (including the rules of any securities exchange) as may be determined by the Company to be applicable have been and continue to be satisfied (including an effective registration of the shares under federal and state securities laws).

(d) *Responsibility for Taxes*. Participant acknowledges that, regardless of any action taken by the Company or any Affiliate employing Participant (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant ("Tax-Related Items") is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Option, including, but not limited to, the grant, vesting or exercise of the Option, the subsequent sale of shares of Common Stock acquired pursuant to the exercise of the Option and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction between the grant date and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the Company and/or the Employer (or former Employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

In connection with any relevant taxable or tax withholding event, as applicable, Participant shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by (i) withholding from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer, and/or (ii) withholding from proceeds of the sale of shares

of Common Stock acquired upon exercise of the Option either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization without further consent). Participant shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of Participant's participation in the Plan that are not satisfied by any of the means previously described. The Company may refuse to deliver the shares of Common Stock to Participant if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items as described in this Section.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates, in which case Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. In the event of under-withholding, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, Participant is deemed to have been issued the full number of shares of Common Stock subject to the exercised Award, notwithstanding that a number of shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

Further, without limitation to the foregoing, if Participant is subject to tax in the United Kingdom, Participant agrees that Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or, if different, the Employer or by HM Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). Participant also agrees to indemnify and keep indemnified the Company and, if different, the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on Participant's behalf. Notwithstanding the foregoing, Participant understands and agrees that if Participant is a director or an executive officer of the Company (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), and any Tax-Related Items are not collected from or paid by Participant, the amount of uncollected income tax may constitute an additional benefit to Participant on which additional income tax and National Insurance Contributions ("NICs") may be payable. Participant understands and agrees that Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any NICs due on this additional benefit which the Company or the Employer may recover from Participant by any of the means referred to in this Section 3.

4. No Guarantee of Employment. This Award does not confer on Participant any right to continued employment or any other relationship with the Company or any Affiliate, nor will it interfere in any way with the right of the Company to terminate Participant at any time. Participant's employment with the Company is at will.

5. No Transfer. During Participant's lifetime, only Participant can exercise the Option. Participant may not transfer the Option except by will or the laws of descent and distribution. Notwithstanding the foregoing, the Option may be transferred to an alternate payee pursuant to the terms of a domestic relations order (as such terms are defined by Section 414(p) of the Code),

provided that (i) Participant is an employee at the time the domestic relations order is entered, (ii) the Option was outstanding at the time the domestic relations order is entered, and (iii) the transfer otherwise satisfies all requirements of the Plan and any limitations and requirements established by the Committee. Any attempt to otherwise transfer the Option shall be void.

6. Special Restriction on Transfer for Certain Participants. If Participant is an officer of the Company within the meaning of Section 16 of the Securities Exchange Act of 1934 and Rule 16a-1 issued thereunder, as such status is reasonably determined from time to time by the Board of Directors of the Company (a "Section 16 Officer"), at any time that the Option is exercised in whole or in part and the Company has theretofore communicated Participant's status as a Section 16 Officer to Participant, the following special transfer restrictions apply to any shares of Common Stock acquired upon the exercise of the Option. One-third (1/3) of the net number of any shares of Common Stock acquired upon the exercise of the Option at a time when Participant is a Section 16 Officer (including any shares of Common Stock or other securities subject to the Option following any adjustment made pursuant to the Option or Section 7 of the Plan) must be retained, and may not be sold or otherwise transferred, for a period of at least one year following the date the Option is exercised. For purposes of the Option, the "net number of any shares of Common Stock acquired" shall mean the number of shares of Common Stock received with respect to the particular exercise after reduction for any shares of Common Stock withheld by or tendered to the Company, or sold on the market, to cover the Exercise Price of the Option and/or to cover any federal, state, local or other payroll, withholding, income or other applicable tax withholding required in connection with the exercise of the Option. The restrictions of this Section 6 are in addition to, and not in lieu of, the restrictions imposed under other Company policies and applicable laws.

7. Forfeiture of Option and/or Recoupment of Shares. This section sets forth circumstances under which Participant shall forfeit all or a portion of the Options or be required to repay the Company for the value realized in respect of all or a portion of the Options.

(a) If Participant is subject to and found in violation of the Company Recoupment and Cancellation Policy, as in effect from time to time (the "Policy"), Participant's outstanding Options, whether or not vested, may be forfeited, and Participant may be required to repay the amount realized upon the exercise of previously vested Options, to the extent and in the manner provided for in the Policy.

(b) *Violation of Restrictive Covenants*. If Participant violates any provision of the Restrictive Covenants in Section 8 of this Award certificate, then any (i) unvested Options and (ii) Options that vested within one year prior to Participant's termination of employment with the Company or any Affiliate or at any time after such termination of employment and that have not been exercised shall be immediately cancelled and rendered null and void without any payment therefor (the "Forfeited Options"). If any such Forfeited Options have been exercised prior to Participant's violation of the Restrictive Covenants, Participant shall be required to repay or otherwise reimburse the Company, upon demand, an amount in cash or Common Stock having a value equal to the amount described in this Section 7(b) below.

To the extent that such Option Shares have been sold, the amount shall be the aggregate proceeds received from such sale of the net Option Shares acquired after payment of the Exercise Price and any applicable taxes ("Net Option Shares"). To the extent that the Net Option Shares have not been

sold at the time Company demand is made, the amount shall be the aggregate Fair Market Value of the Net Option Shares on the date the Forfeited Options were exercised.

(c) *In General*. This section does not constitute the Company's exclusive remedy for Participant's violation of the Restrictive Covenants or commission of fraudulent conduct. As the forfeiture and repayment provisions are not adequate remedies at law, the Company may seek any additional legal or equitable remedy, including injunctive relief, for any such violations, except that, if unvested Option Shares continue to vest under Section 2 following the termination of Participant's employment with the Company or any Affiliate, then, with respect to the Restrictive Covenants in Sections 8(c) or (d) below, the maximum period of time to which Company shall be entitled to injunctive relief is a total of two (2) years following the termination of Participant's employment with the Company or any Affiliate, not counting any time period that Participant is in violation of the Restrictive Covenants in Sections 8(c) or (d) below and during which time the running of the time periods for the restrictions set forth in Sections 8(c) and (d) of this Agreement shall be tolled as permitted by applicable law such that the running of the two (2) year time period shall commence only once Participant is in compliance with the Restrictive Covenants. The provisions in this section are essential economic conditions to the Company's grant of Options to Participant. By receiving the grant of Options hereunder, Participant agrees that the Company may deduct from any amounts it owes Participant from time to time (such as wages or other compensation, deferred compensation credits, vacation pay, any severance or other payments owed following a termination of employment, as well as any other amounts owed to Participant by the Company) to the extent of any amounts Participant owes the Company under this section. The provisions of this section and any amounts repayable by Participant hereunder are intended to be in addition to any rights to repayment the Company may have under Section 304 of the Sarbanes-Oxley Act of 2002, Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and other applicable law.

8. Assignment and Restrictive Covenants. In consideration of the terms of this Award certificate and the Company's sharing of Confidential Information with Participant, which Participant agrees constitute adequate and sufficient mutually agreed consideration, Participant agrees to the Restrictive Covenants set forth below in this Section 8.

(a) *Assignment of Intellectual Property.* Participant agrees to assign and hereby assigns to Company all rights, titles and interests Participant may have in or to any invention, innovation, computer program, software, database, discovery, idea, writing, improvement, process, technique or other works (collectively "Intellectual Property") whether or not patentable or registrable under copyright or similar statutes, created or conceived by Participant, either alone or jointly with others, during Participant's employment that: (i) relates in any manner to the actual or anticipated business, research, or development of Company; (ii) results from work assigned to or performed by Participant for Company; and/or (iii) is conceived of or made with the use of Company systems, equipment, supplies, materials, facilities, computer programs, confidential information and/or trade secret information (collectively "Company Resources"). This assignment does not apply to Intellectual Property that meets all of the following criteria: (i) no Company Resources were used in its creation; (ii) the Intellectual Property was developed entirely on Participants own time; (iii) at the time of conception or reduction to practice the Intellectual Property does not relate to Company's business, actual or anticipated research or development; and (iv) the Intellectual Property does not result from any work performed by Participant for

Company. Participant shall disclose to Company all Intellectual Property developed during Participant's employment so that Company may determine any rights it many have in such Intellectual Property.

(b) *Non-Disclosure*. Participant has or will be given access to and provided with sensitive, confidential, proprietary and/or trade secret information (collectively, "Confidential Information") in the course of Participant's employment. Examples of Confidential Information include inventions, new product or marketing plans, business strategies and plans, merger and acquisition targets, financial and pricing information, computer programs, source codes, models and data bases, analytical models, customer lists and information, and supplier and vendor lists and other information which is not generally available to the public. Participant shall not disclose or use Confidential Information, either during or after Participant's employment with the Company, except (i) as necessary to perform Participant's duties, (ii) as the Company may consent in writing, or (iii) as permitted by Section 8 (g) below.

(c) *Non-Solicitation*. During Participant's employment and for two years after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date under this Award certificate, Participant shall not, without the Company's prior written consent, directly or indirectly, for Participant or for any other person or entity, as agent, employee, officer, director, consultant, owner, principal, partner, shareholder, or in any other individual or representative capacity:

(i) Solicit or conduct business with any business competitive with the Company from any person or entity: (A) who was a Company provider or customer within the 12 months before Participant's employment termination and with whom Participant had contact regarding the Company's activity, products or services, or for whom Participant provided services or supervised employees who provided those services, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity, or (B) was a prospective provider or customer the Company solicited within the 12 months before Participant's employment termination and with whom Participant had contact for the purposes of soliciting the person or entity to become a provider or customer of the Company, or supervised employees who had those contacts, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity;

(ii) Raid, hire, employ, recruit or solicit any Company employee or consultant who possesses Confidential Information of the Company to leave the Company;

(iii) Induce or influence any Company employee, consultant, or provider who possesses Confidential Information of the Company to terminate his, her or its employment or other relationship with the Company; or

(iv) Assist anyone in any of the activities listed above.

(d) *Non-Competition*. During Participant's employment and for one year after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date under this Award certificate, Participant shall not, without the Company's prior written consent, directly or indirectly, for Participant or for any other person or entity, as agent, employee, officer, director, consultant, owner, principal, partner, shareholder, or in any other individual or representative capacity:

(i) Engage in or participate in any activity that competes, directly or indirectly, with any Company activity, product or service that Participant engaged in, participated in, or had Confidential Information about during Participant's last 24 months of employment with the Company; or

(ii) Assist anyone in any of the activities listed above.

(e) *Geographic Scope*.

(i) Participant's obligations under subsections 8(c) and (d) of this "Assignments and Restrictive Covenants" section shall apply on a nationwide basis anywhere in the United States.

(ii) Participant's obligations under this "Assignments and Restrictive Covenants" section shall also apply in any country outside the United States with respect to which Participant had responsibility for any UnitedHealth Group activity, product, or service in that country.

(f) *Return of Property*. Participant agrees that all tangible materials (whether originals or duplicates), including, but not limited to, notebooks, computers, files, reports, proposals, price lists, lists of actual or potential customers or suppliers, talent lists, formulae, prototypes, tools, equipment, models, specifications, technical data, methodologies, research results, test results, financial data, contracts, agreements, correspondence, documents, computer disks, software, computer printouts, information stored electronically, memoranda, and notes, in Participant's possession, custody, or control which in any way relate to the Company's business and which are furnished to Participant by or on behalf of the Company or which are prepared, compiled or acquired by Participant while working with or employed by the Company shall be the sole property of the Company. At any time upon the request of the Company, and in any event promptly upon termination of Participant's employment with the Company, but in any event no later than two (2) business days after such termination, Participant shall deliver all such materials to the Company and shall not retain any originals or copies (including electronically) of such materials.

(g) *No Restriction on Protected Activities*. Nothing in this Award certificate prohibits Participant from disclosing information in good faith to any governmental agency, legislative body, or official regarding an alleged violation of law or regulation or otherwise protected under applicable law, including, without limitation, the National Labor Relations Act, the Defend Trade Secrets Act, and any rule or regulation promulgated by the Securities and Exchange Commission, the National Labor Relations Board, the Equal Employment Opportunity Commission, or any other federal, state, or local government agency. Participant acknowledges that, through this Section 8(g), the Company has provided Participant with written notice that, pursuant to the

Defend Trade Secrets Act, 8 USC § 1833(b), an employee, consultant, or contractor of an employer may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of an employer's trade secrets, so long as such disclosure is made solely: (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; and/or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, Participant understands that, pursuant to 18 USC § 1831 et seq., an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. The foregoing immunities provided under 18 USC § 1831 et seq. do not apply to any disclosure of Confidential Information or trade secrets of an employer's clients, customers, or counterparties, or of any other third parties. For purposes of this paragraph solely, "trade secret" has the meaning set forth in 18 USC § 1839.

(h) *Exceptions*. Notwithstanding the foregoing, this Section 8 will apply only to the extent permissible under provisions of the ABA Model Rules of Professional Conduct, or any applicable state counterpart regarding restrictions on the right to practice law.

(i) *Acknowledgment of Obligations*. By accepting the Award, Participant agrees that the provisions of this Section 8 are reasonable and necessary to protect the legitimate interests of the Company. Participant further acknowledges that Participant's obligations under this Section 8 are in addition to, and do not limit, any and all obligations concerning the same subject matter arising under any applicable law, including, without limitation, common law and statutory law relating to fiduciary duties and trade secrets. To the extent Participant and the Company agree at any time to enter into separate agreements containing restrictive covenants or assignment of intellectual property with different or inconsistent terms than those contained herein, Participant and the Company acknowledge and agree that such different or inconsistent terms shall not in any way affect or have relevance to the Assignment and Restrictive Covenants contained herein. If Participant is a resident of Colorado, Participant acknowledges that Sections 8(c) and (d) contain covenants not to compete that could restrict Participant's options for subsequent employment following separation from the Company.

9. Adjustments to Option Shares. In the event that any dividend or other distribution (whether in the form of cash, shares of Common Stock, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company or other similar corporate transaction or event affecting the Shares would be reasonably likely to result in the diminution or enlargement of any of the benefits or potential benefits intended to be made available under the Option (including, without limitation, the benefits or potential benefits of provisions relating to the term, vesting or exercisability of the Option), the Committee shall, in such manner as it shall deem equitable or appropriate in order to prevent such diminution or enlargement of any such benefits or potential benefits, adjust any or all of (a) the number and type of shares (or other securities or other property) subject to the Option and (b) the exercise price with respect to the Option; provided, however, that the number of shares covered by the Option shall always be a whole number. Without limiting the foregoing, if any capital reorganization or reclassification of

the capital stock of the Company, or consolidation or merger of the Company with another entity, or the sale of all or substantially all of the Company's assets to another entity, shall be effected in such a way that holders of the Company's Common Stock shall be entitled to receive stock, securities, cash or other assets with respect to or in exchange for such shares, Participant shall have the right to purchase and receive upon the basis and upon the terms and conditions specified in this Award certificate and in lieu of the shares of Common Stock of the Company immediately theretofore purchasable and receivable upon the exercise of the Option, with appropriate adjustments to prevent diminution or enlargement of benefits or potential benefits intended to be made available under the Option, such shares of stock, other securities, cash or other assets as would have been issued or delivered to Participant if Participant had exercised the Option and had received such shares of Common Stock prior to such reorganization, reclassification, consolidation, merger or sale. The Company shall not effect any such reorganization, consolidation, merger or sale unless prior to the consummation thereof the successor entity (if other than the Company) resulting from such reorganization, consolidation or merger or the entity purchasing such assets shall assume by written instrument the obligation to deliver to Participant such shares of stock, securities, cash or other assets as, in accordance with the foregoing provisions, Participant may be entitled to purchase or receive.

10. Certain Terminations on or After Change in Control. Notwithstanding the other vesting provisions set forth herein, but subject to the other terms and conditions set forth herein, the Option shall become fully vested and exercisable if, on or within two years after the effective date of a Change in Control, Participant ceases to be an employee of the Company or any Affiliate as a result of a termination of employment (i) by Participant for Good Reason, (ii) by the Company or any Affiliate without Cause, (iii) at a time when Participant is eligible for Retirement, (iv) due to Participant's Disability, or (v) in the circumstances described in Section 2(c); provided that in the case of a termination for Good Reason, the Option shall vest if Participant gives written notice of the circumstances constituting Good Reason within two years after the effective date of the Change in Control, if the Company fails to cure the circumstances constituting Good Reason within 60 days of the receipt of such notice and Participant resigns within 30 days after the end of the cure period, all as provided in Section 10(d). For purposes of this Award certificate:

(a) "Affiliate" shall mean (i) any entity that, directly or indirectly through one or more intermediaries, is controlled by the Company and (ii) any entity in which the Company has a significant equity interest, as determined by the Committee.

(b) "Cause" shall mean Participant's (i) material failure to follow the Company's reasonable direction or to perform any duties reasonably required on material matters, (ii) material violation of, or failure to act upon or report known or suspected violations of, the Company's Code of Conduct, as may be amended from time to time, (iii) conviction of any felony, (iv) commission of any criminal, fraudulent, or dishonest act in connection with Participant's employment, (v) breach of any of the Restrictive Covenants in Section 8 of this Award certificate or a material breach of any employment agreement between Participant and the Company or any Affiliate, if any, or (vi) conduct that is materially detrimental to the Company's interests. The Company will, within 120 days of discovery of the conduct, give Participant written notice specifying the conduct constituting Cause in reasonable detail and Participant will have 60 days to remedy such conduct, if such conduct is reasonably capable of being remedied. In any instance where the Company may have grounds for Cause, failure by the Company to provide written notice of the grounds for Cause

within 120 days of discovery shall be a waiver of its right to assert the subject conduct as a basis for termination for Cause.

(c) "Change in Control" shall mean the sale of all or substantially all of the Company's assets or any merger, reorganization, or exchange or tender offer which, in each case, will result in a change in the power to elect 50% or more of the members of the Board of Directors of the Company; provided, however, that such a sale, merger or other event must also constitute either (i) a "change in the ownership" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(v), (ii) a "change in the effective control" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(vi)(A)(1) (replacing "30 percent" with "50 percent" as used in such regulation), or (iii) a change "in the ownership of a substantial portion of the assets" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(vii).

(d) "Good Reason" shall mean the occurrence of any of the following without Participant's written consent, in each case, when compared to the arrangements in effect immediately prior to the Change in Control:

(i) any reduction in Participant's base salary or target bonus expressed as a percentage of Participant's base salary, other than a reduction that is pursuant to a general reduction affecting a group of employees;

(ii) a change in the principal location at which Participant is required to perform his or her duties, if the new location is 50 miles or more further from Participant's principal residence than the original location;

(iii) a material diminution in Participant's duties, responsibilities or authority; or

(iv) a change in Participant's reporting relationship.

Participant will, within 120 days of discovery of such circumstances, give the Company written notice specifying the circumstances constituting Good Reason in reasonable detail and, upon receipt of such notice, the Company shall have 60 days to cure the circumstances constituting Good Reason. Failure by Participant to provide written notice of the grounds for Good Reason within 120 days of discovery, or failure by Participant to resign within 30 days after the end of the Company's 60-day cure period, shall be a waiver of Participant's right to assert the subject circumstance as a basis for termination for Good Reason.

(e) *Possible Acceleration of Vesting; Payment in Satisfaction of Option*. If the Option is terminated pursuant to a Change in Control and is not assumed by a party to the Change in Control (and no such party issues a new award in substitution for the Award, as determined by the Committee), the Committee may provide for immediate vesting of the Option, and the issuance of shares of Common Stock, securities of a party to the Change in Control, or cash, or any combination thereof, in full satisfaction of the Option.

11. Miscellaneous.

(a) *No Trust*. Neither the Plan nor the Option shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured creditor of the Company or any Affiliate.

(b) *Record of Award*. An original record of this Award certificate and all the terms hereof, executed by the Company, is held on file by the Company. To the extent there is any conflict between the terms contained in this Award certificate and the terms contained in the original held by the Company, the terms of the original held by the Company shall control.

(c) *Survival*. The Restrictive Covenants in Section 8 and the provisions regarding the forfeiture of Options and recoupment of shares of Common Stock shall survive termination of the Option.

(d) *Choice of Law, Injunctive Relief, Attorney's Fees and Jury Trial*. Participant consents to the law of Delaware exclusively being applied to any matter arising out of or relating to this Award certificate, without regard to its conflict of law principles, and exclusively to personal and subject matter jurisdiction in the state and federal courts of Delaware for any dispute relating to this Award certificate or Participant's relationship with the Company. In the event of a breach or a threatened breach of this Award by Participant, Participant acknowledges that the Company will face irreparable injury which may be difficult to calculate in dollar terms and that the Company shall be entitled, in addition to remedies otherwise available at law or in equity, to temporary restraining orders and preliminary injunctions and final injunctions without the posting of a bond enjoining such breach or threatened breach. Should the Company successfully enforce any portion of this Award certificate before a trier of fact or in an arbitration proceeding, the Company shall be entitled to all of its reasonable attorney's fees and costs incurred as a result of enforcing this Award certificate against Participant. Participant waives all rights or entitlement to a jury trial for any matter arising out of or relating to this Award certificate.

(e) *Code Section 409A*. It is intended that this Award and any amounts payable under this Award shall either be exempt from or comply with Code Section 409A (including the Treasury regulations and other published guidance relating thereto) so as not to subject Participant to payment of any additional tax, penalty, or interest imposed under Code Section 409A. The provisions of this Award certificate shall be construed and interpreted to avoid the imputation of any such additional tax, penalty, or interest under Code Section 409A yet preserve (to the nearest extent reasonably possible) the intended benefit payable to Participant. To the extent that the time or form of payment of any benefit pursuant to this Award would violate the terms of Section 409A, the Committee may revise the time or form of payment to conform to Section 409A. Notwithstanding the foregoing, in no event shall the Company, any Affiliate, the members of the Committee, or any other person have any liability for any additional tax, penalty or interest imposed on Participant by reason of Section 409A or otherwise.

(f) *No Waiver*. No waiver of any breach of any provision of this Award certificate by the Company shall be effective unless it is in writing, and no waiver shall be construed to be a waiver of any succeeding breach or as a modification of such provision. The provisions of this Award certificate shall be severable, and if any provision of this Award certificate is found by any court or arbitrator to be unenforceable, in whole or in part, the remainder of this Award certificate

shall nevertheless be enforceable and binding on the parties. Participant also agrees that a court or arbitrator may modify any invalid, overbroad or unenforceable term of this Award certificate so that such term, as modified, is valid and enforceable under applicable law, and that a court or arbitrator is authorized to extend the length of the Restrictive Covenants in Section 8 of this Award certificate for any period of time in which Participant is in breach of the Restrictive Covenants or as necessary to protect the legitimate business interests of Company. Further, Participant affirmatively states that Participant has not, will not, and cannot rely on any representations not expressly made herein. The terms of this Award certificate shall not be amended by Participant or Company except by the express written consent of the Company and Participant.

(g) *Consideration Period; Right to Consult with Counsel*. By Participant's acceptance below, Participant acknowledges and agrees that the Company provided Participant with at least ten (10) business days to review and consider this Award certificate and that voluntarily accepting this Award certificate before the expiration of ten (10) business days shall serve as a waiver of the ten (10) day review period. Participant has the right and is advised to consult with counsel of his/ her choice before signing this document.

(h) *Assignability and Change of Position*. The rights and/or obligations herein may be assigned by the Company without Participant's consent and shall bind and inure to the benefit of the Company's successors, assigns, and representatives. If the Company makes any assignment of the rights and/or obligations herein, Participant agrees that this Award certificate shall remain binding upon Participant in any event.

12. ***Data Privacy Notice and Consent.***

(a) Declaration of Consent. By accepting the Award via the Company's acceptance procedure, Participant is declaring that Participant agrees with the data processing practices described herein and consent to the collection, processing and use of Data by the Company and the transfer of Data to the recipients mentioned below, including recipients located in countries which may not have a similar level of protection from the perspective of the data protection laws in Participant's country.

(b) Data Collection and Usage. The Company and the Employer may collect, process and use certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all Options or any other entitlement to shares awarded, canceled, settled, vested, unvested or outstanding in Participant's favor ("Data"), for the purposes of implementing, administering and managing the Plan. The legal basis, where required, for the processing of Data is Participant's consent.

(c) Plan Administration Service Providers. The Company will transfer Data to Fidelity Stock Plan Services, LLC, which is assisting the Company with the implementation, administration, and management of the Plan. The Company may select different or additional service providers in the future and may share Data with such other provider(s) serving in a similar manner. Participant may be asked to agree on separate terms and data processing

practices with Fidelity Stock Plan Services, LLC, with such agreement being a condition to the ability to participate in the Plan.

(d) International Data Transfers. Participant understands that his or her country of residence may have enacted data privacy laws that are different from the laws governing the Company or its service providers. As a result, in the absence of appropriate safeguards such as standard data protection clauses, the processing of Data in, or the transfer of Data to, the United States or, as the case may be, other countries might not be subject to substantive data processing principles or supervision by data protection authorities. In addition, Participant might not have enforceable rights regarding the processing or transfer of Participant's Data in and/or to such countries. The Company's legal basis for the transfer of Data is Participant's consent.

(e) Data Retention. The Company will hold and use the Data only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, labor and securities laws.

(f) Voluntariness and Consequences of Consent Denial or Withdrawal. Participation in the Plan is voluntary, and Participant is providing the consents herein on a purely voluntary basis. Participant understands that Participant may withdraw consent at any time with future effect for any or no reason. If Participant does not consent, or if Participant later seek to revoke consent, Participant's salary from or employment and career with the Employer will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to offer Options to Participant or otherwise administer or maintain Participant's participation in the Plan.

(g) Data Subject Rights. Participant understands that data subject rights vary depending on the applicable law and that, depending on where Participant is based and subject to the conditions set out in the applicable law, Participant may have, without limitation, the rights to (i) request access or copies of Data the Company processes, (ii) rectification of incorrect Data, (iii) deletion of Data, (iv) restrictions on processing of Data, (v) portability of Data, (vi) lodge complaints with competent authorities in Participant's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarification regarding these rights or to exercise these rights, Participant understands that Participant can contact his or her local human resources representative.

By clicking the "Accept" or similar button implemented into the relevant web page or platform, Participant declares, without limitation, Participant's consent to the data processing operations described in this Agreement. Participant understands and acknowledges that Participant may withdraw consent at any time with future effect for any or no reason as described in sub-section (f) above.

13. Nature of Awards. By accepting the Award, Participant acknowledges the following:

(a) the Plan is established voluntarily by the Company, and the Option granted thereunder is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the Plan is operated and the Options are granted solely by the Company and only the Company is a party to this Award Agreement; accordingly, any rights Participant may have under this Award Agreement may be raised only against the Company but not any Affiliate (including, but not limited to, the Employer);

(c) the grant of the Option, hereunder, and any future grant of Options under the Plan is entirely exceptional, voluntary and occasional, and at the sole discretion of the Company. Neither this Award of the Option nor any past or future Award of Options by the Company shall be deemed to create any contractual or other obligation to Award any right to receive future grants of Options, or benefits in lieu of Options, even if Options have been granted in the past;

(d) all decisions with respect to future Option or other award grants, if any, will be at the sole discretion of Company;

(e) Participant's participation in the Plan is voluntary;

(f) the Option and any shares of Common Stock acquired under the Plan, and the income from and value of the same, are not intended to replace any pension rights or compensation;

(g) the Option and shares of Common Stock acquired under the Plan, and the income from and value of same, are an extraordinary item of compensation outside of the scope of Participant's employment. As such, the Options and shares of Common Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-term service awards, holiday pay, pension or retirement or welfare benefits or similar mandatory payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or the Employer;

(h) the future value of the underlying Option Shares is unknown and cannot be predicted with certainty;

(i) if the underlying Option Shares do not increase in value, the Option will have no value;

(j) if Participant exercises the Option and acquires Option Shares, the value of those Shares may increase or decrease in value, even below the Exercise Price;

(k) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from the termination of Participant's employment or other service relationship with the Company or any Affiliate (for any reason whatsoever, and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any);

(l) for purposes of this Award, Participant's employment will be considered terminated as of the date Participant is no longer actively providing services to the Company or any Affiliate (regardless of the reason for such termination and whether or not later found to be

invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment or service agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, (i) Participant's right to vest in the Option under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment or service agreement, if any); and (ii) the period (if any) during which Participant may exercise the Option after such termination of employment will commence on the date Participant ceases to actively provide services and will not be extended by any notice period mandated under employment laws in the jurisdiction where Participant is employed or terms of Participant's employment or service agreement, if any; the Committee shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of Participant's Option grant (including whether Participant may still be considered to be providing services while on a leave of absence);

(m) if Participant is providing services outside the U.S., neither the Company, the Employer nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the U.S. Dollar that may affect the value of the Option or of any amounts due to Participant pursuant to the exercise of the Option or the subsequent sale of any shares of Common Stock acquired upon exercise;

(n) unless otherwise provided in the Plan or by the Company in its discretion, the Options and the benefits evidenced by this Agreement do not create any entitlement to have the Options or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Option Shares;

(o) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan; and

(p) Participant should consult with his or her own personal tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.

14. Insider Trading Restrictions and Market Abuse Laws. Participant acknowledges that, depending on Participant's or Participant's broker's country of residence or where the Company shares of Common Stock are listed, Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to accept, acquire, sell or otherwise dispose of Company shares of Common Stock, rights to Option Shares (*e.g.,* Options) or rights linked to the value of shares of Common Stock (*e.g.,* phantom awards, futures) during such times as Participant is considered to have "inside information" regarding the Company as defined by the laws or regulations in Participant's country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before Participant possessed inside information. Furthermore, Participant could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Participant acknowledges that it is Participant's responsibility to

comply with any applicable restrictions, and that Participant should speak to his or her personal advisor on this matter.

15. Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Option and on any Option Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

16. Electronic Acknowledgment. An authorized representative of the Company has signed the Agreement below. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through the current on-line system, or any other on-line system or electronic means that the Company may decide, in its sole discretion, to use in the future. Participant acknowledges and agrees that Participant has carefully reviewed this Agreement and the Plan, and these documents set forth the entire understanding between Participant and the Company regarding this Award and supersede all prior or contemporaneous oral and written agreements with respect thereto.

Participant's designation/election via the current plan administrator's website that Participant has read and accepted the terms of this Agreement and the terms and conditions of the Plan is considered Participant's electronic signature and his or her express consent to this Agreement and the terms and conditions set forth in the Plan.

Offer Date: **#GrantDate#**
By _____, on behalf of UnitedHealth Group Incorporated

Acceptance Date: **#AcceptanceDate#**

Signed Electronically/Signed Manually: **#Signature#**

Exhibit 10.7

UNITEDHEALTH GROUP

PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD

Award Date (mm/dd/yyyy)	Target Number of Performance-Based Units	Performance Period (mm/dd/yyyy)
#GrantDate#	#QuantityGranted#	01/01/2025 - 12/31/2027

THIS CERTIFIES THAT UnitedHealth Group Incorporated, on behalf of itself and its subsidiaries, related and affiliated companies, and all divisions, successors, and assigns of them (collectively, the "Company") has on the award date specified above (the "Award Date") granted to

#ParticipantName#

("Participant") an award (the "Award") to be eligible to receive a number of Performance-Based Restricted Stock units (the "PRSUs"), the target number of which is indicated above in the box labeled "Target Number of Performance-Based Units," each PRSU representing the right to receive one share of UnitedHealth Group Incorporated Common Stock, $.01 par value per share (the "Common Stock"), subject to certain restrictions and on the terms and conditions contained in this Award and the UnitedHealth Group Incorporated 2020 Stock Incentive Plan (the "Plan").

Participant acknowledges and agrees that the Company may deliver, by electronic mail, the use of the Internet, including through the website of the agent appointed by the Compensation and Human Resources Committee of the Board of Directors of the Company (the "Committee") to administer the Plan, the Company intranet web pages or otherwise, any information concerning the Company, the Award, the Plan, pursuant to which the Company granted the Award, and any information required by the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

A copy of the Plan is available upon request. In the event of any conflict between the terms of the Plan and this Award, the terms of the Plan shall govern. Any terms not defined herein shall have the meaning set forth in the Plan.

* * * * *

1. Rights of Participant with Respect to the PRSUs.

(a) No Shareholder Rights. The PRSUs granted pursuant to this Award do not and shall not entitle Participant to any rights of a shareholder of Common Stock. The rights of Participant with respect to the PRSUs shall remain forfeitable at all times prior to the date on which such rights become vested, and the restrictions with respect to the PRSUs lapse, in accordance with Section 2, 3 or 4.

(b) Conversion of PRSUs; Issuance of Common Stock. No shares of Common Stock shall be issued to Participant prior to the date on which the PRSUs vest, and the restrictions with respect to the PRSUs lapse, in accordance with Section 2, 3 or 4. Neither this Section 1(b) nor any action taken pursuant to or in accordance with this Section 1(b) shall be construed to create a trust of any kind. After any PRSUs vest pursuant to Section 2, 3 or 4, the Company shall promptly cause to be issued shares of Common Stock to Participant or in the name of Participant's legal representatives, beneficiaries or heirs, as the case may be, in payment of such vested whole PRSUs, such shares of Common Stock shall be issued promptly, and in any event, no later than March 15th of the year following the year in which the vesting event occurs (which payment schedule is intended to comply with the "short-term deferral" exemption from the application of Section 409A of the Code).

2. Vesting. Subject to the terms and conditions of this Award, including without limitation the terms set forth in Attachment 1, the PRSUs shall vest and the restrictions with respect to the PRSUs shall lapse (i) if Participant has remained continuously employed with the Company or any Affiliate from the Award Date through and including the end of the Performance Period, and (ii) if and to the extent the Performance Vesting Criteria described in Attachment 1 have been achieved during the Performance Period. Regardless of whether Participant meets the continuous employment or service criterion described in subpart (i) of this Section 2, if and to the extent the Performance Vesting Criteria have not been achieved by the end of the Performance Period, Participant's rights to the PRSUs shall be immediately and irrevocably forfeited on that date. The Committee will determine in its sole discretion the extent, if any, to which the Performance Vesting Criteria have been met, and it will retain sole discretion to reduce the number of PRSUs that would otherwise vest as a result of the performance measured against the Performance Vesting Criteria. Any vesting that may occur pursuant to this Section 2 will be effective on the date on which the Committee has certified the extent to which the Performance Vesting Criteria in subpart (ii) of this Section 2 were satisfied.

3. Certain Terminations on or After Change in Control. Notwithstanding the other vesting provisions contained in Section 2, but subject to the other terms and conditions set forth herein, the PRSUs described in this Award will become immediately and unconditionally vested, and the restrictions with respect thereto shall lapse if, on or within two years after the effective date of a Change in Control, Participant ceases to be an employee of the Company or any Affiliate as a result of a termination of employment (i) by Participant for Good Reason, (ii) by the Company or any Affiliate without Cause, (iii) at a time when Participant is eligible for Retirement, (iv) due to Participant's Disability, or (v) in the circumstances described in Section 4(c); provided that in the case of a termination for Good Reason, the PRSUs shall vest if Participant gives written notice of the

circumstances constituting Good Reason within two years after the effective date of the Change in Control, if the Company fails to cure the circumstances constituting Good Reason within 60 days of the receipt of such notice and Participant resigns within 30 days after the end of the cure period, all as provided in Section 3(d). Upon a Change in Control, the Committee will determine: (i) the extent, if any, to which the Performance Vesting Criteria have been met, and (ii) the number of the PRSUs that will vest and convert into shares of Common Stock in the event of Participant's termination of employment in accordance with this Section 3. For purposes of this Award certificate:

(a) "Affiliate" shall mean (i) any entity that, directly or indirectly through one or more intermediaries, is controlled by the Company and (ii) any entity in which the Company has a significant equity interest, as determined by the Committee.

(b) "Cause" shall mean Participant's (i) material failure to follow the Company's reasonable direction or to perform any duties reasonably required on material matters, (ii) material violation of, or failure to act upon or report known or suspected violations of, the Company's Code of Conduct, as may be amended from time to time, (iii) conviction of any felony, (iv) commission of any criminal, fraudulent, or dishonest act in connection with Participant's employment, (v) breach of any of the Restrictive Covenants in Section 8 of this Award certificate or a material breach of any employment agreement between Participant and the Company or any Affiliate, if any, or (vi) conduct that is materially detrimental to the Company's interests. The Company will, within 120 days of discovery of the conduct, give Participant written notice specifying the conduct constituting Cause in reasonable detail and Participant will have 60 days to remedy such conduct, if such conduct is reasonably capable of being remedied. In any instance where the Company may have grounds for Cause, failure by the Company to provide written notice of the grounds for Cause within 120 days of discovery shall be a waiver of its right to assert the subject conduct as a basis for termination for Cause.

(c) "Change in Control" shall mean the sale of all or substantially all of the Company's assets or any merger, reorganization, or exchange or tender offer which, in each case, will result in a change in the power to elect 50% or more of the members of the Board of Directors of the Company; provided, however, that such a sale, merger or other event must also constitute either (i) a "change in the ownership" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(v), (ii) a "change in the effective control" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(vi)(A)(1) (replacing "30 percent" with "50 percent" as used in such regulation), or (iii) a change "in the ownership of a substantial portion of the assets" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(vii).

(d) "Good Reason" shall mean the occurrence of any of the following without Participant's written consent, in each case, when compared to the arrangements in effect immediately prior to the Change in Control:

(i) any reduction in Participant's base salary or target bonus expressed as a percentage of Participant's base salary, other than a reduction that is pursuant to a general reduction affecting a group of employees;

(ii) a change in the principal location at which Participant is required to perform his or her duties, if the new location is 50 miles or more further from Participant's principal residence than the original location;

(iii) a material diminution in Participant's duties, responsibilities or authority; or

(iv) a change in Participant's reporting relationship.

Participant will, within 120 days of discovery of such circumstances, give the Company written notice specifying the circumstances constituting Good Reason in reasonable detail and, upon receipt of such notice, the Company shall have 60 days to cure the circumstances constituting Good Reason. Failure by Participant to provide written notice of the grounds for Good Reason within 120 days of discovery, or failure by Participant to resign within 30 days after the end of the Company's 60-day cure period, shall be a waiver of Participant's right to assert the subject circumstance as a basis for termination for Good Reason.

(e) "Separation from Service" shall mean when Participant dies, retires, or otherwise has a termination of employment with the Company that constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h)(1), without regard to the optional alternative definitions available thereunder.

(f) Possible Acceleration of Vesting and Payment. If the Award is terminated pursuant to a Change in Control and is not assumed by a party to the Change in Control (and no such party issues a new award in substitution for the Award, as determined by the Committee), the Committee may provide for immediate vesting of the Award, and the issuance of shares of Common Stock, securities of a party to the Change in Control, or cash, or any combination thereof, in full satisfaction of the Award. Notwithstanding anything in the Plan or any other agreement to the contrary, there is no discretion to change the time of payment of the PRSUs (in connection with a Change in Control, similar event, or otherwise) except as expressly provided in this Section 3 or as otherwise permitted under, and would not result in any tax, penalty, or interest under, Section 409A of the Code.

(g) Section 409A - Possible Six-Month Delay in Payment. Notwithstanding any provision of this Award certificate to the contrary, if payment of the PRSUs is triggered by Participant's Separation from Service as provided in this Section 3 or Section 4 and, as of the date of such Separation from Service, Participant is a "specified employee" (within the meaning of Section 409A of the Code and determined pursuant to procedures adopted by the Company), Participant shall not be entitled to such payment of the PRSUs until the earlier of (i) the date which is six (6) months after Participant's Separation from Service for any reason other than death, or (ii) the date of Participant's death. Any amounts otherwise payable to Participant upon or in the six (6) month period following Participant's Separation from Service that are not so paid by reason of this Section 3(g) shall be paid (without interest) as soon as practicable (and in all events within thirty (30) days) after the date that is six (6) months after Participant's Separation from Service (or, if earlier, as soon as practicable, and in all events within thirty (30) days, after the date of Participant's death).

The provisions of this Section 3(g) shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty, or interest pursuant to Section 409A of the Code.

4. Termination of Employment.

(a) Termination of Employment Generally. Subject to the provisions of this Section 4, if, prior to vesting of the PRSUs pursuant to Section 2 or 3, Participant ceases to be an employee of the Company or any Affiliate, for any reason (voluntary or involuntary), then Participant's rights to all of the unvested PRSUs shall be immediately and irrevocably forfeited on the date of termination.

(b) Death or Long-Term Disability. If Participant dies while employed by the Company or any Affiliate, or if Participant's employment by the Company or any Affiliate is terminated due to Participant's failure to return to work as the result of a long-term disability which renders Participant incapable of performing his or her duties as determined under the provisions of the long-term disability insurance program of the Company or the Affiliate by which Participant is employed ("Disability"), then following the end of the Performance Period, if and to the extent the Committee, in accordance with Section 2 above, determines that the Performance Vesting Criteria has been met, such that some number of PRSUs will vest and the restrictions with respect thereto will lapse, Participant will vest in the number of PRSUs that would have vested had Participant been employed through the end of the Performance Period, and the restrictions with respect thereto will lapse.

(c) Severance. If Participant's employment ends at a time when Participant is not eligible for Retirement (as defined below) and in connection with that separation from employment the Company or an Affiliate pays Participant severance benefits pursuant to an employment agreement with Participant that is in effect on the date of this Award or pursuant to any Company severance policy, plan or program in effect on the date of this Award, then following the end of the Performance Period, if and to the extent the Committee, in accordance with Section 2 above, determines that the Performance Vesting Criteria has been met, such that some number of PRSUs will vest and the restrictions with respect thereto will lapse, Participant will vest in a pro rata number of PRSUs, and the restrictions with respect thereto will lapse. Such pro rationing shall be based on the number of full months of the Performance Period that Participant was employed prior to the date of termination plus the number of full months during which Participant is entitled to receive severance or separation pay either the Company's severance plan as in effect on the date hereof, or under an employment agreement between Participant and the Company or an Affiliate that is in effect on the date of this Award (provided that in no event shall such sum exceed the number of months in the Performance Period). In either case, should Participant's severance or separation pay be paid in a lump sum versus bi-weekly payments, the number of full months taken into account shall be based on the period of time over which severance or separation pay would have been paid had it been paid bi-weekly. If Participant is entitled to severance or separation pay under a plan or agreement other than under the Company's severance pay plan or an employment agreement entered into with the Company or an Affiliate on or prior to the date hereof, such pro rationing shall be based on the number of full months of the Performance Period that Participant was

employed prior to the date of termination plus an additional three months, but not more than the number of months in the Performance Period.

(d) Retirement. If Participant's employment ends and at the time of separation from employment Participant is eligible for Retirement (the "Retirement Date"), and at least one year of the Performance Period of this Award is completed at or prior to the Retirement Date, then following the end of the Performance Period, if and to the extent the Committee, in accordance with Section 2 above, determines that the Performance Vesting Criteria has been met, such that some number of PRSUs will vest and the restrictions with respect thereto will lapse, Participant will vest in the full number of PRSUs and the restrictions with respect thereto will lapse as if Participant had been continuously employed throughout the entire Performance Period.

(e) For purposes of this Award certificate, "Retirement" means the termination of employment of a Participant who is age 55 or older with at least ten years of Recognized Employment with the Company or any Affiliate other than by reason of (i) death or Disability or (ii) Cause. Notwithstanding the terms of any other agreement heretofore or hereafter entered into between the parties that reference retirement, Participant and the Company acknowledge and agree that for purposes of calculating years of service for retirement eligibility, Participant will receive three point seven (3.7) years of service credit for each year he remains employed with the Company after February 3, 2021. If, prior to February 3, 2023, Participant is terminated by the Company without Cause or if Participant terminates employment for Good Reason, as defined in Participant's employment agreement effective February 3, 2021, Participant will be deemed to have met the applicable age and service requirements and will be retirement eligible.

(f) For purposes of this Award certificate, "Recognized Employment" shall include only employment since Participant's most recent date of hire by the Company or any Affiliate and shall not include employment with a company acquired by UnitedHealth Group or any Affiliate before the date of such acquisition.

5. Restriction on Transfer. Participant may not transfer the PRSUs except by will or by the laws of descent and distribution. Notwithstanding the foregoing, the Award may be transferred to an alternate payee pursuant to the terms of a domestic relations order (as such terms are defined by Section 414(p) of the Code), provided that (i) Participant is an employee at the time the domestic relations order is entered, (ii) the Award was outstanding at the time the domestic relations order is entered, and (iii) the transfer otherwise satisfies all requirements of the Plan and any limitations and requirements established by the Committee. Any attempt to otherwise transfer the PRSUs shall be void.

6. Special Restriction on Transfer for Certain Participants. If Participant is an officer of the Company within the meaning of Section 16 of the Securities Exchange Act of 1934 and Rule 16a-1 issued thereunder, as such status is reasonably determined from time to time by the Board of Directors of the Company (a "Section 16 Officer"), at any time that shares of Common Stock are issued upon vesting of the PRSUs and the Company has theretofore communicated Participant's status as a Section 16 Officer to Participant, the following special transfer restrictions apply to Participant's Award. One-third (1/3) of the net number of any shares of Common Stock acquired by Participant upon vesting of the

PRSUs at a time when Participant is a Section 16 Officer (including any shares of Common Stock or other securities into which such shares may be converted or exchanged as a result of any adjustment made pursuant to this Award or Section 7 of the Plan) must be retained, and may not be sold or otherwise transferred, for a period of at least one year following the issuance date. For purposes of this Award certificate, the "net number of any shares of Common Stock acquired" shall mean the number of shares issued with respect to the Award after reduction for any shares of Common Stock withheld by or tendered to the Company, or sold on the market, to cover any federal, state, local or other payroll, withholding, income or other applicable tax withholding required in connection with the issuance of the shares. The restrictions of this Section 6 are in addition to, and not in lieu of, the restrictions imposed under other Company policies and applicable laws.

7. Forfeiture of PRSUs and Shares of Common Stock. This Section 7 sets forth circumstances under which Participant shall forfeit all or a portion of the PRSUs, or be required to repay the Company for the value realized in respect of all or a portion of the PRSUs.

(a) If a participant is subject to and found in violation of the Company Recoupment and Cancellation Policy, as in effect from time to time (the "Policy"), Participant's outstanding PRSUs, whether or not vested, may be forfeited, and Participant may be required to repay the amount realized upon the settlement of previously settled PRSUs, to the extent and in the manner provided in the Policy.

(b) By acceptance of the PRSUs, Participant acknowledges and agrees that, if Participant is subject to the Company Dodd-Frank Policy (the "Clawback Policy"), any PRSUs may be subject to forfeiture to the extent that either the PRSUs constitute Erroneously Awarded Compensation as defined in the Clawback Policy, or Participant has received other Erroneously Awarded Compensation and forfeiture of the PRSUs is used by the Company to recover such Erroneously Awarded Compensation. To the extent any PRSUs that have already been settled are determined to constitute Erroneously Awarded Compensation, Participant agrees to repay any amount previously received with respect to such PRSUs, and further agrees that such amount may be offset against any compensation or other amounts owed to Participant to the maximum extent permitted by law.

(c) Violation of Restrictive Covenants. If Participant violates any provision of the Restrictive Covenants set forth in Section 8 below, then any unvested PRSUs shall be immediately and irrevocably forfeited without any payment therefor. In addition, for any PRSUs that vested within one year prior to Participant's termination of employment with the Company or any Affiliate or at any time after such termination of employment, Participant shall be required, upon demand, to repay or otherwise reimburse the Company (including by forfeiting any deferred compensation credits in respect of such PRSUs under the Company's non-qualified compensation deferral plans) an amount having a value equal to the aggregate Fair Market Value of the shares of Common Stock underlying such PRSUs on the date the PRSUs became vested.

(d) In General. This Section 7 does not constitute the Company's exclusive remedy for Participant's violation of the Restrictive Covenants or commission of

fraudulent conduct. As the forfeiture and repayment provisions are not adequate remedies at law, the Company may seek any additional legal or equitable remedy, including injunctive relief, for any such violations, except that, if unvested PRSUs continue to vest under Section 4 following the termination of Participant's employment with the Company or any Affiliate, then, with respect to the Restrictive Covenants in Sections 8(c) or (d) below, the maximum period of time to which Company shall be entitled to injunctive relief is a total of two (2) years following the termination of Participant's employment with the Company or any Affiliate, not counting any time period that Participant is in violation of the Restrictive Covenants in Sections 8(c) or (d) below and during which time the running of the time periods for the restrictions set forth in Sections 8(c) and (d) of this Agreement shall be tolled as permitted by applicable law such that the running of the two (2) year time period shall commence only once Participant is in compliance with the Restrictive Covenants. The provisions in this Section 7 are essential economic conditions to the Company's grant of PRSUs to Participant. By receiving the grant of PRSUs hereunder, Participant agrees that the Company may deduct from any amounts it owes Participant from time to time (such as wages or other compensation, deferred compensation credits, vacation pay, any severance or other payments owed following a termination of employment, as well as any other amounts owed to Participant by the Company) to the extent of any amounts Participant owes the Company under this section. The provisions of this Section 7 and any amounts repayable by Participant hereunder are intended to be in addition to any rights to repayment the Company may have under Section 304 of the Sarbanes-Oxley Act of 2002, Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and other applicable law.

8. Assignment and Restrictive Covenants. In consideration of the terms of this Award certificate and the Company's sharing of Confidential Information with Participant, which Participant agrees constitute adequate and sufficient mutually agreed consideration, Participant agrees to the Assignment and Restrictive Covenants set forth below in this Section 8.

(a) Assignment of Intellectual Property. Participant agrees to assign and hereby assigns to Company all rights, titles and interests Participant may have in or to any invention, innovation, computer program, software, database, discovery, idea, writing, improvement, process, technique or other works (collectively "Intellectual Property") whether or not patentable or registrable under copyright or similar statutes, created or conceived by Participant, either alone or jointly with others, during Participant's employment that: (i) relates in any manner to the actual or anticipated business, research, or development of Company; (ii) results from work assigned to or performed by Participant for Company; and/or (iii) is conceived of or made with the use of Company systems, equipment, supplies, materials, facilities, computer programs, confidential information and/or trade secret information (collectively "Company Resources"). This assignment does not apply to Intellectual Property that meets all of the following criteria: (i) no Company Resources were used in its creation; (ii) the Intellectual Property was developed entirely on Participants own time; (iii) at the time of conception or reduction to practice the Intellectual Property does not relate to Company's business, actual or anticipated research or development; and (iv) the Intellectual Property does not result from any work performed by Participant for Company. Participant shall disclose to Company all

Intellectual Property developed during Participant's employment so that Company may determine any rights it many have in such Intellectual Property.

(b) Non-Disclosure. Participant has or will be given access to and provided with sensitive, confidential, proprietary and/or trade secret information (collectively, "Confidential Information") in the course of Participant's employment. Examples of Confidential Information include inventions, new product or marketing plans, business strategies and plans, merger and acquisition targets, financial and pricing information, computer programs, source codes, models and data bases, analytical models, customer lists and information, and supplier and vendor lists and other information which is not generally available to the public. Participant shall not disclose or use Confidential Information, either during or after Participant's employment with the Company, except (i) as necessary to perform Participant's duties, (ii) as the Company may consent in writing, or (iii) as permitted by Section 8(g) below.

(c) Non-Solicitation. During Participant's employment and for two years after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date under Section 4, Participant shall not, without the Company's prior written consent, directly or indirectly, for Participant or for any other person or entity, as agent, employee, officer, director, consultant, owner, principal, partner, shareholder, or in any other individual or representative capacity:

(i) Solicit or conduct business with any business competitive with the Company from any person or entity: (A) who was a Company provider or customer within the 12 months before Participant's employment termination and with whom Participant had contact regarding the Company's activity, products or services, or for whom Participant provided services or supervised employees who provided those services, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity, or (B) was a prospective provider or customer the Company solicited within the 12 months before Participant's employment termination and with whom Participant had contact for the purposes of soliciting the person or entity to become a provider or customer of the Company, or supervised employees who had those contacts, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity;

(ii) Raid, hire, employ, recruit or solicit any Company employee or consultant who possesses Confidential Information of the Company to leave the Company;

(iii) Induce or influence any Company employee, consultant, or provider who possesses Confidential Information of the Company to terminate his, her or its employment or other relationship with the Company; or

(iv) Assist anyone in any of the activities listed above.

(d) Non-Competition. During Participant's employment and for one year after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date under Section 4, Participant shall not, without the Company's prior written consent, directly or indirectly, for Participant or for any other person or entity, as agent, employee, officer, director, consultant, owner, principal, partner, shareholder, or in any other individual or representative capacity:

(i) Engage in or participate in any activity that competes, directly or indirectly, with any Company activity, product or service that Participant engaged in, participated in, or had Confidential Information about during Participant's last 24 months of employment with the Company; or

(ii) Assist anyone in any of the activities listed above.

(e) Geographic Scope.

(i) Participant's obligations under subsections 8(c) and (d) of this "Assignment and Restrictive Covenants" section shall apply on a nationwide basis anywhere in the United States.

(ii) Participant's obligations under this "Assignment and Restrictive Covenants" section shall also apply in any country outside the United States with respect to which Participant had responsibility for any UnitedHealth Group activity, product or service in that country.

(f) Return of Property. Participant agrees that all tangible materials (whether originals or duplicates), including, but not limited to, notebooks, computers, files, reports, proposals, price lists, lists of actual or potential customers or suppliers, talent lists, formulae, prototypes, tools, equipment, models, specifications, technical data, methodologies, research results, test results, financial data, contracts, agreements, correspondence, documents, computer disks, software, computer printouts, information stored electronically, memoranda, and notes, in Participant's possession, custody, or control which in any way relate to the Company's business and which are furnished to Participant by or on behalf of the Company or which are prepared, compiled or acquired by Participant while working with or employed by the Company shall be the sole property of the Company. At any time upon the request of the Company, and in any event promptly upon termination of Participant's employment with the Company, but in any event no later than two (2) business days after such termination, Participant shall deliver all such materials to the Company and shall not retain any originals or copies (including electronically) of such materials.

(g) No Restriction on Protected Activities. Nothing in this Award certificate prohibits Participant from disclosing information in good faith to any governmental agency, legislative body, or official regarding an alleged violation of law or regulation or

otherwise protected under applicable law, including, without limitation, the National Labor Relations Act, the Defend Trade Secrets Act, and any rule or regulation promulgated by the Securities and Exchange Commission, the National Labor Relations Board, the Equal Employment Opportunity Commission, or any other federal, state, or local government agency. Participant acknowledges that, through this Section 8(g), the Company has provided Participant with written notice that, pursuant to the Defend Trade Secrets Act, 8 USC § 1833(b), an employee, consultant, or contractor of an employer may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of an employer's trade secrets, so long as such disclosure is made solely: (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; and/or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, Participant understands that, pursuant to 18 USC § 1831 et seq., an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. The foregoing immunities provided under 18 USC § 1831 et seq. do not apply to any disclosure of Confidential Information or trade secrets of an employer's clients, customers, or counterparties, or of any other third parties. For purposes of this paragraph solely, "trade secret" has the meaning set forth in 18 USC § 1839.

(h) Exceptions. Notwithstanding the foregoing, this Section 8 will apply only to the extent permissible under provisions of the ABA Model Rules of Professional Conduct, or any applicable state counterpart regarding restrictions on the right to practice law.

(i) Acknowledgment of Obligations. By accepting the Award, Participant agrees that the provisions of this Section 8 are reasonable and necessary to protect the legitimate interests of the Company. Participant further acknowledges that Participant's obligations under this Section 8 are in addition to, and do not limit, any and all obligations concerning the same subject matter arising under any applicable law, including, without limitation, common law and statutory law relating to fiduciary duties and trade secrets. To the extent Participant and the Company agree at any time to enter into separate agreements containing restrictive covenants or assignment of intellectual property with different or inconsistent terms than those contained herein, Participant and the Company acknowledge and agree that such different or inconsistent terms shall not in any way affect or have relevance to the Assignment and Restrictive Covenants contained herein. If Participant is a resident of Colorado, Participant acknowledges that Sections 8(c) and (d) contain covenants not to compete that could restrict Participant's options for subsequent employment following separation from the Company.

9. Adjustments to PRSUs. In the event that any dividend or other distribution (whether in the form of cash, shares of Common Stock, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Common Stock or other securities of the Company or other similar corporate transaction or event affecting the Common Stock

would be reasonably likely to result in the diminution or enlargement of any of the benefits or potential benefits intended to be made available under the Award (including, without limitation, the benefits or potential benefits of provisions relating to the vesting of the PRSUs), the Committee shall, in such manner as it shall deem equitable or appropriate in order to prevent such diminution or enlargement of any such benefits or potential benefits, make adjustments to the Award, including adjustments in the number and type of shares of Common Stock Participant would have received upon vesting of the PRSUs.

10. Tax Matters.

(a) Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or any Affiliate employing Participant (the "Employer"), the ultimate liability for any or all federal, state, local or foreign income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items related to Participant's participation in the Plan and legally applicable to Participant ("Tax-Related Items") is and remains Participant's responsibility and may exceed the amount actually withheld by the Company and/or Employer. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Awards, including, but not limited to, the grant or vesting of the Awards, the delivery of the shares of Common Stock, the subsequent sale of shares of Common Stock acquired at vesting and the receipt of any dividends or dividend equivalents; and (ii) do not commit to structure the terms of the grant or any aspect of the Awards to reduce or eliminate Participant's liability for Tax-Related Items. Further, if Participant has relocated to a different jurisdiction between the Award Date and the date of any taxable event, Participant acknowledges that the Company and/or the Employer (or former Employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

In connection with any relevant taxable event, Participant shall pay or make adequate arrangements satisfactory to the Company and/or the Employer (in its sole discretion) to satisfy all tax withholding and payment on account obligations for Tax-Related Items of the Company and/or the Employer. In this regard, Participant authorizes the Company and the Employer, or either of them, in such entity's sole discretion, to satisfy the obligations with regard to all Tax-Related Items legally payable by Participant (with respect to the Award granted hereunder as well as any equity awards previously received by Participant under any Company stock plan) by one or a combination of the following: (i) requiring Participant to pay Tax-Related Items in cash with a cashier's check or certified check or by wire transfer of immediately available funds; (ii) withholding cash from Participant's wages or other compensation payable to Participant by the Company and/or the Employer; (iii) withholding from the proceeds of the sale of shares of Common Stock otherwise issuable to Participant upon vesting of the Awards either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf and at Participant's direction pursuant to this authorization without further consent); or (iv) withholding in shares of Common Stock otherwise issuable to Participant upon vesting of the Awards.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other

applicable withholding rates, including maximum applicable rates, in which case Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. In the event of under-withholding, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, Participant is deemed to have been issued the full number of shares of Common Stock subject to the vested Award, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

Participant shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of Participant's participation in the Plan that are not satisfied by any of the means previously described. The Company may refuse to deliver the shares of Common Stock to Participant if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items as described in this Section.

Further, without limitation to the foregoing, if Participant is subject to tax in the United Kingdom, Participant agrees that Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or, if different, the Employer or by HM Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). Participant also agrees to indemnify and keep indemnified the Company and, if different, the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on Participant's behalf. Notwithstanding the foregoing, Participant understands and agrees that if Participant is a director or an executive officer of the Company (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), and any Tax-Related Items are not collected from or paid by Participant, the amount of uncollected income tax may constitute an additional benefit to Participant on which additional income tax and National Insurance Contributions ("NICs") may be payable. Participant understands and agrees that Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any NICs due on this additional benefit which the Company or the Employer may recover from Participant by any of the means referred to in this Section 10.

(b) 409A. It is intended that this Award and any amounts payable under this Award shall either be exempt from or comply with Section 409A of the Code (including the Treasury regulations and other published guidance relating thereto) so as not to subject Participant to payment of any additional tax, penalty, or interest imposed under Section 409A of the Code. The provisions of this Award certificate shall be construed and interpreted to avoid the imputation of any such additional tax, penalty, or interest under Section 409A of the Code yet preserve (to the nearest extent reasonably possible) the intended benefit payable to Participant. To the extent that the time or form of payment of any benefit pursuant to this Award would violate the terms of Section 409A, the Committee may revise the time or form of payment to conform to Section 409A. Notwithstanding the

foregoing, in no event shall the Company, any Affiliate, the members of the Committee, or any other person have any liability for any additional tax, penalty or interest imposed on Participant by reason of Section 409A or otherwise.

11. Miscellaneous.

(a) At-Will Employment. This Award does not confer on Participant any right to continued employment or any other relationship with the Company or any Affiliate, nor will it interfere in any way with the right of the Company to terminate Participant at any time. Participant's employment with the Company is at will.

(b) No Trust or Fiduciary Relationship. Neither the Plan nor this Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured creditor of the Company or any Affiliate.

(c) Securities Law Requirements. The Company shall not be required to deliver any shares of Common Stock upon the vesting of any PRSUs until the requirements of any federal or state securities laws, rules or regulations or other laws or rules (including the rules of any securities exchange) as may be determined by the Company to be applicable have been and continue to be satisfied (including an effective registration of the shares under federal and state securities laws).

(d) Original Instrument. An original record of this Award and all the terms hereof, executed by the Company, is held on file by the Company. To the extent there is any conflict between the terms contained in this Award and the terms contained in the original held by the Company, the terms of the original held by the Company shall control.

(e) Survival of Restrictive Covenants. The Restrictive Covenants in Section 8 and the provisions regarding the forfeiture of PRSUs and shares of Common Stock shall survive termination of the PRSUs and termination of Participant's relationship with the Company as set forth in Section 8.

(f) Choice of Law, Injunctive Relief, Attorney's Fees and Jury Trial. Participant consents to the law of Delaware exclusively being applied to any matter arising out of or relating to this Award certificate, without regard to its conflict of law principles, and exclusively to personal and subject matter jurisdiction in the state and federal courts of Delaware for any dispute relating to this Award certificate or Participant's relationship with the Company. In the event of a breach or a threatened breach of this Award by Participant, Participant acknowledges that the Company will face irreparable injury which may be difficult to calculate in dollar terms and that the Company shall be entitled, in addition to remedies otherwise available at law or in equity, to temporary restraining orders and preliminary injunctions and final injunctions without the posting of a bond enjoining such breach or threatened breach. Should the Company successfully enforce any portion of this Award certificate before a trier of fact or in an arbitration proceeding, the Company shall be entitled to all of its reasonable attorney's fees and costs incurred as a result of enforcing

this Award certificate against Participant. Participant waives all rights or entitlement to a jury trial for any matter arising out of or relating to this Award certificate.

(g) No Waiver. No waiver of any breach of any provision of this Award certificate by the Company shall be effective unless it is in writing, and no waiver shall be construed to be a waiver of any succeeding breach or as a modification of such provision. The provisions of this Award certificate shall be severable, and if any provision of this Award certificate is found by any court or arbitrator to be unenforceable, in whole or in part, the remainder of this Award certificate shall nevertheless be enforceable and binding on the parties. Participant also agrees that a court or arbitrator may modify any invalid, overbroad or unenforceable term of this Award certificate so that such term, as modified, is valid and enforceable under applicable law, and that a court or arbitrator is authorized to extend the length of the Restrictive Covenants in Section 8 of this Award certificate for any period of time in which Participant is in breach of the Restrictive Covenants or as necessary to protect the legitimate business interests of Company. Further, Participant affirmatively states that Participant has not, will not, and cannot rely on any representations not expressly made herein. The terms of this Award certificate shall not be amended by Participant or Company except by the express written consent of the Company and Participant.

(h) Consideration Period; Right to Consult with Counsel. By Participant's acceptance below, Participant acknowledges and agrees that the Company provided Participant with at least ten (10) business days to review and consider this Award certificate and that voluntarily accepting this Award certificate before the expiration of ten (10) business days shall serve as a waiver of the ten (10) day review period. Participant has the right and is advised to consult with counsel of his/ her choice before signing this document.

(i) Assignability and Change of Position. The rights and/or obligations herein may be assigned by the Company without Participant's consent and shall bind and inure to the benefit of the Company's successors, assigns, and representatives. If the Company makes any assignment of the rights and/or obligations herein, Participant agrees that this Award certificate shall remain binding upon Participant in any event.

12. ***Data Privacy Notice and Consent.***

(a) Declaration of Consent. By accepting the PRSUs via the Company's acceptance procedure, Participant is declaring that Participant agrees with the data processing practices described herein and consent to the collection, processing and use of Data by the Company and the transfer of Data to the recipients mentioned below, including recipients located in countries which may not have a similar level of protection from the perspective of the data protection laws in Participant's country.

(b) Data Collection and Usage. The Company and the Employer may collect, process and use certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all PRSUs or any other entitlement to shares awarded, canceled, settled, vested, unvested or

outstanding in Participant's favor ("Data"), for the purposes of implementing, administering and managing the Plan. The legal basis, where required, for the processing of Data is Participant's consent.

(c) Plan Administration Service Providers. The Company will transfer Data to Fidelity Stock Plan Services, LLC, which is assisting the Company with the implementation, administration and management of the Plan. The Company may select different or additional service providers in the future and may share Data with such other provider(s) serving in a similar manner. Participant may be asked to agree on separate terms and data processing practices with Fidelity Stock Plan Services, LLC, with such agreement being a condition to the ability to participate in the Plan.

(d) International Data Transfers. Participant understands that his or her country of residence may have enacted data privacy laws that are different from the laws governing the Company or its service providers. As a result, in the absence of appropriate safeguards such as standard data protection clauses, the processing of Data in, or the transfer of Data to, the United States or, as the case may be, other countries might not be subject to substantive data processing principles or supervision by data protection authorities. In addition, Participant might not have enforceable rights regarding the processing or transfer of Participant's Data in and/or to such countries. The Company's legal basis for the transfer of Data is Participant's consent.

(e) Data Retention. The Company will hold and use the Data only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, labor and securities laws.

(f) Voluntariness and Consequences of Consent Denial or Withdrawal. Participation in the Plan is voluntary and Participant is providing the consents herein on a purely voluntary basis. Participant understands that Participant may withdraw consent at any time with future effect for any or no reason. If Participant does not consent, or if Participant later seek to revoke consent, Participant's salary from or employment and career with the Employer will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to offer PRSUs to Participant or otherwise administer or maintain Participant's participation in the Plan.

(g) Data Subject Rights. Participant understands that data subject rights vary depending on the applicable law and that, depending on where Participant is based and subject to the conditions set out in the applicable law, Participant may have, without limitation, the rights to (i) request access or copies of Data the Company processes, (ii) rectification of incorrect Data, (iii) deletion of Data, (iv) restrictions on processing of Data, (v) portability of Data, (vi) lodge complaints with competent authorities in Participant's jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarification regarding these rights or to exercise these rights, Participant understands that Participant can contact his or her local human resources representative.

By clicking the "Accept" or similar button implemented into the relevant web page or platform, Participant declares, without limitation, Participant's consent to the data processing operations described in this Agreement. Participant understands and acknowledges that Participant may withdraw consent at any time with future effect for any or no reason as described in sub-section (f) above.

13. Nature of Awards. By accepting the Awards, Participant acknowledges and agrees that:

(a) the grant of PRSUs hereunder, and any future grant of PRSUs under the Plan is entirely exceptional, voluntary and occasional, and at the sole discretion of the Company. Neither this Award of PRSUs nor any past or future Award of PRSUs by the Company shall be deemed to create any contractual or other obligation to Award any right to receive future grants of PRSUs, benefits in lieu of PRSUs, even if PRSUs have been granted in the past;

(b) the Plan is operated and the PRSUs are granted solely by the Company and only the Company is a party to this Award Agreement; accordingly, any rights Participant may have under this Award Agreement may be raised only against the Company but not any Affiliate (including, but not limited to, the Employer);

(c) all decisions with respect to future PRSUs or other equity award grants, if any, shall be at the sole discretion of the Company;

(d) the Plan is established voluntarily by the Company, and the Awards granted thereunder is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(e) Participant's participation in the Plan is voluntary;

(f) the Awards and shares of Common Stock subject to the Awards, and the income from and value of same, are an extraordinary item of compensation outside the scope of Participant's employment. As such, the PRSUs and shares of Common Stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-term service awards, holiday pay, pension or retirement or welfare benefits or similar mandatory payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or the Employer;

(g) the PRSUs and the shares of Common Stock subject to the PRSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;

(h) the future value of the underlying shares of Common Stock is unknown and cannot be predicted with certainty;

(i) the value of the shares of Common Stock acquired upon vesting/settlement of the Awards may increase or decrease in value;

(j) no claim or entitlement to compensation or damages shall arise from the forfeiture of the Award resulting from termination of Participant's employment or continuous service with the Company or any Affiliate (for any reason whatsoever, and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of his or her employment agreement, if any);

(k) for purposes of this Award, Participant's employment will be considered terminated as of the date Participant is no longer actively providing services to the Company or any Affiliate (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment or service agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, Participant's right to vest in this Award under the Plan or Agreement, if any, will terminate as of such date and will not be extended by any notice period (e.g., Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment or service agreement, if any). The Committee shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of his or her Award grant (including whether Participant may still be considered to be providing services while on a leave of absence);

(l) if Participant is providing services outside the U.S., neither the Company, the Employer nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the U.S. Dollar that may affect the value of the PRSUs or of any amounts due to Participant pursuant to the vesting/settlement of the PRSUs or the subsequent sale of shares of Common Stock acquired upon vesting/settlement;

(m) unless otherwise provided in the Plan or by the Company in its discretion, the Awards and the benefits evidenced by this Agreement do not create any entitlement to have the Awards or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of Common Stock;

(n) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan or Participant's acquisition or sale of the underlying shares of Common Stock; and

(o) Participant should consult with Participant's own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

14. Insider Trading Restrictions and Market Abuse Laws. Participant acknowledges that, depending on Participant's or Participant's broker's country of residence or where the

Company shares of Common Stock are listed, Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to accept, acquire, sell or otherwise dispose of Company shares of Common Stock, rights to the shares of Common Stock (e.g., PRSUs) or rights linked to the value of shares of Common Stock (e.g., phantom awards, futures) during such times as Participant is considered to have "inside information" regarding the Company as defined by the laws or regulations in Participant's country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before Participant possessed inside information. Furthermore, Participant could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Participant acknowledges that it is Participant's responsibility to comply with any applicable restrictions, and that Participant should speak to his or her personal advisor on this matter.

15. Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Award and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

16. Electronic Acknowledgment. An authorized representative of the Company has signed the Agreement below. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through the current on-line system, or any other on-line system or electronic means that the Company may decide, in its sole discretion, to use in the future. Participant acknowledges and agrees that Participant has carefully reviewed this Agreement and the Plan and these documents set forth the entire understanding between Participant and the Company regarding this Award and supersede all prior or contemporaneous oral and written agreements with respect thereto.

Participant's designation/election via the current plan administrator's website that Participant has read and accepted the terms of this Agreement and the terms and conditions of the Plan is considered Participant's electronic signature and his or her express consent to this Agreement and the terms and conditions set forth in the Plan.

Offer Date: **#GrantDate#**
By _____, on behalf of UnitedHealth Group Incorporated

Acceptance Date: **#AcceptanceDate#**

Signed Electronically/Signed Manually: **#Signature#**

UNITEDHEALTH GROUP

NONQUALIFIED STOCK OPTION AWARD

Award Date	Option Shares	Exercise Price	Expiration Date
May 14, 2025	**602,773**	**$308.01**	**May 14, 2035**

THIS CERTIFIES THAT UnitedHealth Group Incorporated, on behalf of itself and its subsidiaries, related and affiliated companies, and all divisions, successors, and assigns of them (collectively, the "Company") has on the award date specified above (the "Award Date") granted to

Stephen J. Hemsley

(the "Participant") the option (the "Option") to purchase that number of shares of UnitedHealth Group Incorporated Common Stock, $.01 par value per share (the "Common Stock"), indicated above (the "Option Shares"). The Option that this Award represents will expire on the expiration date indicated above (the "Expiration Date") unless it is terminated prior to that time in accordance with this Award.

The Option Shares represented by this Award shall become exercisable as follows: 100% on the third anniversary of the Award Date, unless the Option shall have terminated, or the vesting shall have accelerated as provided in this Award. Once the Option has become exercisable for all or a portion of the Option Shares, it will remain exercisable for all or such portion of the Option Shares, as the case may be, until the Option expires or is terminated as provided in this Award.

By accepting this Award, the Participant acknowledges that the Participant will not have any of the rights of a shareholder with respect to the Option Shares until the Option has been duly exercised and the exercise price indicated above (the "Exercise Price") and applicable withholding taxes paid in accordance with this Award. The Participant further acknowledges and agrees that the Company may deliver, by electronic mail, the use of the Internet, including through the website of the agent appointed by the Compensation and Human Resources Committee of the Board of Directors of the Company (the "Committee") to administer the UnitedHealth Group Incorporated 2020 Stock Incentive Plan (the "Plan"), the Company intranet web pages or otherwise, any information concerning the Company, this Award, the Plan pursuant to which the Company granted this Award, and any information required by the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

This Option is subject to the further terms and conditions set forth below and to the terms

of the Plan. A copy of the Plan is available upon request. In the event of any conflict between the terms of the Plan and this Award, the terms of the Plan shall govern. Any terms not defined herein shall have the meaning set forth in the Plan.

* * * * *

1. Nonqualified Option. The Company does not intend that the Option shall be an Incentive Stock Option governed by the provisions of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. Termination of Option. The Option shall terminate on the Expiration Date. The Option shall terminate prior to the Expiration Date if the Participant ceases to be employed by the Company or any Affiliate, except that:

(a) *General.* Except as expressly provided in Section 10 or this Section 2, if prior to vesting of the Option as set forth herein, the Participant ceases to be an employee of the Company or any Affiliate for any reason (voluntary or involuntary), then the Participant may, at any time within the period set forth in the applicable provision below, exercise the Option to the extent of the full number of Option Shares which were exercisable and which the Participant was entitled to purchase under the Option on the date of the termination of his or her employment.

(b) *Death or Long-Term Disability.* If the Participant dies while employed by the Company or any Affiliate, or if the Participant's employment by the Company or any Affiliate is terminated due to the Participant's failure to return to work as the result of a long-term disability which renders the Participant incapable of performing his or her duties as determined under the provisions of the long-term disability insurance program of the Company or the Affiliate by which the Participant is employed ("Disability"), then: (i) all unvested Option Shares hereunder shall immediately vest and be exercisable, and (ii) the Participant (or the Participant's personal representatives, administrators or guardians, as applicable, or any person or persons to whom the Option is transferred by will or the applicable laws of descent and distribution) may, at any time within the shorter of (1) the Expiration Date of the Option, or (2) a period of five years after the Participant's death or Disability or for such other longer period established at the discretion of the Committee, exercise the Option.

(c) *Severance.* Subject to Section 10, if Participant's employment with the Company or an Affiliate terminates at a time when Participant is not eligible for Retirement (as defined below) and, in the circumstances, Participant is entitled to severance or separation pay, the following provisions will apply. If Participant is entitled to severance under an employment agreement entered into with the Company or an Affiliate on or prior to the date hereof, then the Option shall continue to vest and become exercisable for the period of such severance that Participant is entitled to receive under that agreement as in effect on the date hereof, however if the termination with a severance entitlement occurs during the first year of employment, one full year service credit will be added to the severance period in which the Option continues to vest. Any portion of the Option that vests after the Participant's termination of employment pursuant to this Section 2(c) may be exercised during the Exercise Period (as defined below). For the purposes of this Section 2(c), "Exercise Period" shall mean the greater of: (i) a period of three months after the date of termination of the Participant's employment; (ii) a period of three months after vesting ceases as provided in Section 2(c) if Participant receives severance or separation pay; or (iii) such

other longer period established at the discretion of the Committee, but in no event later than the Expiration Date determined without regard to this Section 2(c).

(d) *Retirement.* If the Participant's employment by the Company or any Affiliate is terminated and at the time of termination the Participant is eligible for Retirement, then (i) the Option shall continue to vest and become exercisable as if such termination of employment had not occurred and (ii) the Participant may, at any time within the shorter of (1) the Expiration Date of the Option, or (2) a period of five years after such termination of employment or for such other longer period established at the discretion of the Committee, exercise the Option to the extent of the full number of Option Shares which are then exercisable.

(e) Anything else contained in this Award certificate notwithstanding, the Option shall in no event be exercisable after the Expiration Date.

(f) For purposes of this Award, "Retirement" means the termination of employment of a Participant with at least three years of Recognized Employment with the Company or any Affiliate other than by reason of (i) death or Disability or (ii) Cause.

(g) For purposes of this Award, "Recognized Employment" shall include only employment since the Participant's most recent date of hire by the Company.

3. Manner of Exercise.

(a) *In General*. On the terms set forth herein, the Option may be exercised by the Participant in whole or in part from time to time by delivering notice of exercise (in a form and manner acceptable to the Company) to the Company or the Committee's designated agent, accompanied by payment of the Exercise Price and any applicable withholding taxes in cash or its equivalent, or by any of the following methods, subject to such limitations and restrictions as the Committee may establish (i) by a cashless exercise program established pursuant to Regulation T of the Federal Reserve Board, (ii) by delivery of shares of Common Stock already owned by the Participant, (iii) by withholding shares of Common Stock from the total number of shares of Common Stock acquired upon exercise under the Option having a fair market value, on the exercise date, equal to the aggregate Exercise Price and any applicable withholding taxes, or (iv) by a combination of any of the preceding methods or such other methods as the Committee may permit.

(b) *Automatic Exercise*. To the extent the vested and exercisable portion of the Option remains unexercised as of the close of business on the date the Option expires (the Expiration Date or such earlier date that is the last date on which the Option may be exercised pursuant to the terms of this Award certificate), that portion of the Option will be exercised without any action by the Participant in accordance with the terms of this Certificate if the Fair Market Value of a Share on that date is at least $0.01 greater than the Exercise Price and the exercise will result in Participant receiving at least one Share.

(c) *Satisfaction of Securities Laws*. Notwithstanding anything to the contrary in this Award certificate, the Company shall not be required to issue or deliver any shares of Common Stock upon exercise of any Option until the requirements of any federal or state securities laws, rules or regulations or other laws or rules (including the rules of any securities exchange) as may

be determined by the Company to be applicable have been and continue to be satisfied (including an effective registration of the shares under federal and state securities laws).

(d) *Tax Withholding*. In order to comply with all applicable federal or state income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal or state payroll, withholding, income or other taxes, which are the sole and absolute responsibility of Participant, are withheld or collected from Participant. Participant is liable and responsible for all taxes owed in connection with the Award, regardless of any action the Company takes with respect to any tax withholding obligations that arise in connection with the Award. The ultimate tax liability, which is the Participant's responsibility, may exceed the amount withheld by the Company. To the extent Participant elects to satisfy Participant's required federal, state, and local payroll, withholding, income, or other tax withholding obligations by having the Company withhold a portion of the shares of Common Stock otherwise to be delivered, the fair market value of the shares withheld may not exceed the maximum amount required to be withheld under applicable laws or regulations.

4. No Guarantee of Employment. This Award does not confer on the Participant any right to continued employment or any other relationship with the Company or any Affiliate, nor will it interfere in any way with the right of the Company to terminate Participant at any time. Participant's employment with the Company is at will.

5. No Transfer. During the Participant's lifetime, only the Participant can exercise the Option. The Participant may not transfer the Option except by will or the laws of descent and distribution. Notwithstanding the foregoing, the Option may be transferred to an alternate payee pursuant to the terms of a domestic relations order (as such terms are defined by Section 414(p) of the Code), provided that (i) the Participant is an employee at the time the domestic relations order is entered, (ii) the Option was outstanding at the time the domestic relations order is entered, and (iii) the transfer otherwise satisfies all requirements of the Plan and any limitations and requirements established by the Committee. Any attempt to otherwise transfer the Option shall be void.

6. Special Restriction on Transfer for Certain Participants. If the Participant is an officer of the Company within the meaning of Section 16 of the Securities Exchange Act of 1934 and Rule 16a-1 issued thereunder, as such status is reasonably determined from time to time by the Board of Directors of the Company (a "Section 16 Officer"), at any time that the Option is exercised in whole or in part and the Company has theretofore communicated the Participant's status as a Section 16 Officer to the Participant, the following special transfer restrictions apply to any shares of Common Stock acquired upon the exercise of the Option. One-third (1/3) of the net number of any shares of Common Stock acquired upon the exercise of the Option at a time when the Participant is a Section 16 Officer (including any shares of Common Stock or other securities subject to the Option following any adjustment made pursuant to the Option or Section 7 of the Plan) must be retained, and may not be sold or otherwise transferred, for a period of at least one year following the date the Option is exercised. For purposes of the Option, the "net number of any shares of Common Stock acquired" shall mean the number of shares of Common Stock received with respect to the particular exercise after reduction for any shares of Common Stock withheld by or tendered to the Company, or sold on the market, to cover the Exercise Price of the Option and/or to cover any federal, state, local or other payroll, withholding, income or other applicable tax withholding required in connection with the exercise of the Option. The restrictions

of this Section 6 are in addition to, and not in lieu of, the restrictions imposed under other Company policies and applicable laws.

7. Forfeiture of Option and/or Recoupment of Shares. This section sets forth circumstances under which the Participant shall forfeit all or a portion of the Options or be required to repay the Company for the value realized in respect of all or a portion of the Options.

(a) If a Participant is subject to and found in violation of the Company Recoupment and Cancellation Policy, as in effect from time to time (the "Policy"), the Participant's outstanding Options, whether or not vested, may be forfeited, and the Participant may be required to repay the amount realized upon the exercise of previously vested Options, to the extent and in the manner provided for in the Policy.

(b) *Violation of Restrictive Covenants*. If the Participant violates any provision of the Restrictive Covenants in Section 8 of this Award certificate, then any (i) unvested Options and (ii) Options that vested within one year prior to the Participant's termination of employment with the Company or any Affiliate or at any time after such termination of employment and that have not been exercised shall be immediately cancelled and rendered null and void without any payment therefor (the "Forfeited Options"). If any such Forfeited Options have been exercised prior to the Participant's violation of the Restrictive Covenants, the Participant shall be required to repay or otherwise reimburse the Company, upon demand, an amount in cash or Common Stock having a value equal to the amount described in this Section 7(b) below.

To the extent that such Option Shares have been sold, the amount shall be the aggregate proceeds received from such sale of the net Option Shares acquired after payment of the Exercise Price and any applicable taxes ("Net Option Shares"). To the extent that the Net Option Shares have not been sold at the time Company demand is made, the amount shall be the aggregate Fair Market Value of the Net Option Shares on the date the Forfeited Options were exercised.

(c) *In General*. This section does not constitute the Company's exclusive remedy for the Participant's violation of the Restrictive Covenants or commission of fraudulent conduct. As the forfeiture and repayment provisions are not adequate remedies at law, the Company may seek any additional legal or equitable remedy, including injunctive relief, for any such violations, except that, if unvested Option Shares continue to vest under Section 2 following the termination of Participant's employment with the Company or any Affiliate, then, with respect to the Restrictive Covenants in Sections 8(c) or (d) below, the maximum period of time to which Company shall be entitled to injunctive relief is a total of two (2) years following the termination of Participant's employment with the Company or any Affiliate, not counting any time period that Participant is in violation of the Restrictive Covenants in Sections 8(c) or (d) below and during which time the running of the time periods for the restrictions set forth in Sections 8(c) and (d) of this Agreement shall be tolled as permitted by applicable law such that the running of the two (2) year time period shall commence only once Participant is in compliance with the Restrictive Covenants. The provisions in this section are essential economic conditions to the Company's grant of Options to the Participant. By receiving the grant of Options hereunder, the Participant agrees that the Company may deduct from any amounts it owes the Participant from time to time (such as wages or other compensation, deferred compensation credits, vacation pay, any severance or other payments owed following a termination of employment, as well as any other amounts owed to the

Participant by the Company) to the extent of any amounts the Participant owes the Company under this section. The provisions of this section and any amounts repayable by the Participant hereunder are intended to be in addition to any rights to repayment the Company may have under Section 304 of the Sarbanes-Oxley Act of 2002, Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and other applicable law.

8. Assignment and Restrictive Covenants. In consideration of the terms of this Award certificate and the Company's sharing of Confidential Information with the Participant, which the Participant agrees constitute adequate and sufficient mutually agreed consideration, the Participant agrees to the Restrictive Covenants set forth below in this Section 8.

(a) *Assignment of Intellectual Property.* Participant agrees to assign and hereby assigns to Company all rights, titles and interests Participant may have in or to any invention, innovation, computer program, software, database, discovery, idea, writing, improvement, process, technique or other works (collectively "Intellectual Property") whether or not patentable or registrable under copyright or similar statutes, created or conceived by Participant, either alone or jointly with others, during Participant's employment that: (i) relates in any manner to the actual or anticipated business, research, or development of Company; (ii) results from work assigned to or performed by Participant for Company; and/or (iii) is conceived of or made with the use of Company systems, equipment, supplies, materials, facilities, computer programs, confidential information and/or trade secret information (collectively "Company Resources"). This assignment does not apply to Intellectual Property that meets all of the following criteria: (i) no Company Resources were used in its creation; (ii) the Intellectual Property was developed entirely on Participants own time; (iii) at the time of conception or reduction to practice the Intellectual Property does not relate to Company's business, actual or anticipated research or development; and (iv) the Intellectual Property does not result from any work performed by Participant for Company. Participant shall disclose to Company all Intellectual Property developed during Participant's employment so that Company may determine any rights it many have in such Intellectual Property.

(b) *Non-Disclosure*. Participant has or will be given access to and provided with sensitive, confidential, proprietary and/or trade secret information (collectively, "Confidential Information") in the course of Participant's employment. Examples of Confidential Information include inventions, new product or marketing plans, business strategies and plans, merger and acquisition targets, financial and pricing information, computer programs, source codes, models and data bases, analytical models, customer lists and information, and supplier and vendor lists and other information which is not generally available to the public. Participant shall not disclose or use Confidential Information, either during or after Participant's employment with the Company, except (i) as necessary to perform Participant's duties, (ii) as the Company may consent in writing, or (iii) as permitted by Section 8(g) below.

(c) *Non-Solicitation*. During Participant's employment and for two years after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date under this Award certificate, Participant shall not, without the Company's prior written consent, directly or indirectly, for Participant or for any other person or entity, as agent, employee, officer, director, consultant, owner, principal, partner, shareholder, or in any other individual or representative capacity:

(i) Solicit or conduct business with any business competitive with the Company from any person or entity: (A) who was a Company provider or customer within the 12 months before Participant's employment termination and with whom Participant had contact regarding the Company's activity, products or services, or for whom Participant provided services or supervised employees who provided those services, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity, or (B) was a prospective provider or customer the Company solicited within the 12 months before Participant's employment termination and with whom Participant had contact for the purposes of soliciting the person or entity to become a provider or customer of the Company, or supervised employees who had those contacts, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity;

(ii) Raid, hire, employ, recruit or solicit any Company employee or consultant who possesses Confidential Information of the Company to leave the Company;

(iii) Induce or influence any Company employee, consultant, or provider who possesses Confidential Information of the Company to terminate his, her or its employment or other relationship with the Company; or

(iv) Assist anyone in any of the activities listed above.

(d) *Non-Competition*. During Participant's employment and for one year after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date under this Award certificate, Participant shall not, without the Company's prior written consent, directly or indirectly, for Participant or for any other person or entity, as agent, employee, officer, director, consultant, owner, principal, partner, shareholder, or in any other individual or representative capacity:

(i) Engage in or participate in any activity that competes, directly or indirectly, with any Company activity, product or service that Participant engaged in, participated in, or had Confidential Information about during Participant's last 24 months of employment with the Company; or

(ii) Assist anyone in any of the activities listed above.

(e) *Geographic Scope*.

(i) Participant's obligations under subsections 8(c) and (d) of this "Assignments and Restrictive Covenants" section shall apply on a nationwide basis anywhere in the United States.

(ii) Participant's obligations under this "Assignments and Restrictive Covenants" section shall also apply in any country outside the United States

with respect to which Participant had responsibility for any UnitedHealth Group activity, product, or service in that country.

(f) *Return of Property*. Participant agrees that all tangible materials (whether originals or duplicates), including, but not limited to, notebooks, computers, files, reports, proposals, price lists, lists of actual or potential customers or suppliers, talent lists, formulae, prototypes, tools, equipment, models, specifications, technical data, methodologies, research results, test results, financial data, contracts, agreements, correspondence, documents, computer disks, software, computer printouts, information stored electronically, memoranda, and notes, in Participant's possession, custody, or control which in any way relate to the Company's business and which are furnished to Participant by or on behalf of the Company or which are prepared, compiled or acquired by Participant while working with or employed by the Company shall be the sole property of the Company. At any time upon the request of the Company, and in any event promptly upon termination of Participant's employment with the Company, but in any event no later than two (2) business days after such termination, Participant shall deliver all such materials to the Company and shall not retain any originals or copies (including electronically) of such materials.

(g) *No Restriction on Protected Activities*. Nothing in this Award certificate prohibits Participant from disclosing information in good faith to any governmental agency, legislative body, or official regarding an alleged violation of law or regulation or otherwise protected under applicable law, including, without limitation, the National Labor Relations Act, the Defend Trade Secrets Act, and any rule or regulation promulgated by the Securities and Exchange Commission, the National Labor Relations Board, the Equal Employment Opportunity Commission, or any other federal, state, or local government agency. Participant acknowledges that, through this Section 8(g), the Company has provided Participant with written notice that, pursuant to the Defend Trade Secrets Act, 8 USC § 1833(b), an employee, consultant, or contractor of an employer may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of an employer's trade secrets, so long as such disclosure is made solely: (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; and/or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, Participant understands that, pursuant to 18 USC § 1831 et seq., an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. The foregoing immunities provided under 18 USC § 1831 et seq. do not apply to any disclosure of Confidential Information or trade secrets of an employer's clients, customers, or counterparties, or of any other third parties. For purposes of this paragraph solely, "trade secret" has the meaning set forth in 18 USC § 1839.

(h) *Exceptions*. Notwithstanding the foregoing, this Section 8 will apply only to the extent permissible under provisions of the ABA Model Rules of Professional Conduct, or any applicable state counterpart regarding restrictions on the right to practice law. If Participant is a resident of any of the states listed in Exhibit A as of the Award Date, then the exceptions and acknowledgements set forth in Exhibit A shall apply to Participant.

(i) *Acknowledgment of Obligations*. By accepting the Award, Participant agrees that the provisions of this Section 8 are reasonable and necessary to protect the legitimate interests of the Company. Participant further acknowledges that Participant's obligations under this Section 8 are in addition to, and do not limit, any and all obligations concerning the same subject matter arising under any applicable law, including, without limitation, common law and statutory law relating to fiduciary duties and trade secrets. To the extent Participant and the Company agree at any time to enter into separate agreements containing restrictive covenants or assignment of intellectual property with different or inconsistent terms than those contained herein, Participant and the Company acknowledge and agree that such different or inconsistent terms shall not in any way affect or have relevance to the Assignment and Restrictive Covenants contained herein. If Participant is a resident of Colorado, Participant acknowledges that Sections 8(c) and (d) contain covenants not to compete that could restrict Participant's options for subsequent employment following separation from the Company.

9. Adjustments to Option Shares. In the event that any dividend or other distribution (whether in the form of cash, shares of Common Stock, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company or other similar corporate transaction or event affecting the Shares would be reasonably likely to result in the diminution or enlargement of any of the benefits or potential benefits intended to be made available under the Option (including, without limitation, the benefits or potential benefits of provisions relating to the term, vesting or exercisability of the Option), the Committee shall, in such manner as it shall deem equitable or appropriate in order to prevent such diminution or enlargement of any such benefits or potential benefits, adjust any or all of (a) the number and type of shares (or other securities or other property) subject to the Option and (b) the exercise price with respect to the Option; provided, however, that the number of shares covered by the Option shall always be a whole number. Without limiting the foregoing, if any capital reorganization or reclassification of the capital stock of the Company, or consolidation or merger of the Company with another entity, or the sale of all or substantially all of the Company's assets to another entity, shall be effected in such a way that holders of the Company's Common Stock shall be entitled to receive stock, securities, cash or other assets with respect to or in exchange for such shares, the Participant shall have the right to purchase and receive upon the basis and upon the terms and conditions specified in this Award certificate and in lieu of the shares of Common Stock of the Company immediately theretofore purchasable and receivable upon the exercise of the Option, with appropriate adjustments to prevent diminution or enlargement of benefits or potential benefits intended to be made available under the Option, such shares of stock, other securities, cash or other assets as would have been issued or delivered to the Participant if the Participant had exercised the Option and had received such shares of Common Stock prior to such reorganization, reclassification, consolidation, merger or sale. The Company shall not affect any such reorganization, consolidation, merger or sale unless prior to the consummation thereof the successor entity (if other than the Company) resulting from such reorganization, consolidation or merger or the entity purchasing such assets shall assume by written instrument the obligation to deliver to the Participant such shares of stock, securities, cash or other assets as, in accordance with the foregoing provisions, the Participant may be entitled to purchase or receive.

10. Certain Terminations on or After Change in Control. Notwithstanding the other vesting provisions set forth herein, but subject to the other terms and conditions set forth herein, the Option

shall become fully vested and exercisable if, on or within two years after the effective date of a Change in Control, the Participant ceases to be an employee of the Company or any Affiliate as a result of a termination of employment (i) by the Participant for Good Reason, (ii) by the Company or any Affiliate without Cause, (iii) at a time when Participant is eligible for Retirement, (iv) due to Participant's Disability, or (v) in the circumstances described in Section 2(c); provided that in the case of a termination for Good Reason, the Option shall vest if the Participant gives written notice of the circumstances constituting Good Reason within two years after the effective date of the Change in Control, if the Company fails to cure the circumstances constituting Good Reason within 60 days of the receipt of such notice and the Participant resigns within 30 days after the end of the cure period, all as provided in Section 10(d). For purposes of this Award certificate:

(a) "Affiliate" shall mean (i) any entity that, directly or indirectly through one or more intermediaries, is controlled by the Company and (ii) any entity in which the Company has a significant equity interest, as determined by the Committee.

(b) "Cause" shall mean Participant's (i) material failure to follow the Company's reasonable direction or to perform any duties reasonably required on material matters, (ii) material violation of, or failure to act upon or report known or suspected violations of, the Company's Code of Conduct, as may be amended from time to time, (iii) conviction of any felony, (iv) commission of any criminal, fraudulent, or dishonest act in connection with Participant's employment, (v) breach of any of the Restrictive Covenants in Section 8 of this Award certificate or a material breach of any employment agreement between Participant and the Company or any Affiliate, if any, or (vi) conduct that is materially detrimental to the Company's interests. The Company will, within 120 days of discovery of the conduct, give Participant written notice specifying the conduct constituting Cause in reasonable detail and Participant will have 60 days to remedy such conduct, if such conduct is reasonably capable of being remedied. In any instance where the Company may have grounds for Cause, failure by the Company to provide written notice of the grounds for Cause within 120 days of discovery shall be a waiver of its right to assert the subject conduct as a basis for termination for Cause.

(c) "Change in Control" shall mean the sale of all or substantially all of the Company's assets or any merger, reorganization, or exchange or tender offer which, in each case, will result in a change in the power to elect 50% or more of the members of the Board of Directors of the Company; provided, however, that such a sale, merger or other event must also constitute either (i) a "change in the ownership" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(v), (ii) a "change in the effective control" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(vi)(A)(1) (replacing "30 percent" with "50 percent" as used in such regulation), or (iii) a change "in the ownership of a substantial portion of the assets" of the Company within the meaning of Treasury Regulation 1.409A-3(i)(5)(vii).

(d) "Good Reason" shall mean the occurrence of any of the following without Participant's written consent, in each case, when compared to the arrangements in effect immediately prior to the Change in Control:

(i) any reduction in Participant's base salary or target bonus expressed as a percentage of the Participant's base salary, other than a reduction that is pursuant to a general reduction affecting a group of employees;

(ii) a change in the principal location at which the Participant is required to perform his or her duties, if the new location is 50 miles or more further from the Participant's principal residence than the original location; or

(iii) a material diminution in Participant's duties, responsibilities or authority; or

(iv) a change in Participant's reporting relationship.

Participant will, within 120 days of discovery of such circumstances, give the Company written notice specifying the circumstances constituting Good Reason in reasonable detail and, upon receipt of such notice, the Company shall have 60 days to cure the circumstances constituting Good Reason. Failure by Participant to provide written notice of the grounds for Good Reason within 120 days of discovery, or failure by the Participant to resign within 30 days after the end of the Company's 60-day cure period, shall be a waiver of Participant's right to assert the subject circumstance as a basis for termination for Good Reason.

(e) *Possible Acceleration of Vesting; Payment in Satisfaction of Option*. If the Option is terminated pursuant to a Change in Control and is not assumed by a party to the Change in Control (and no such party issues a new award in substitution for the Award, as determined by the Committee), the Committee may provide for immediate vesting of the Option, and the issuance of shares of Common Stock, securities of a party to the Change in Control, or cash, or any combination thereof, in full satisfaction of the Option.

11. Miscellaneous.

(a) *Choice of Law*. Participant consents to the law of Delaware exclusively being applied to any matter arising out of or relating to this Award certificate, without regard to its conflict of law principles.

(b) *No Trust*. Neither the Plan nor the Option shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured creditor of the Company or any Affiliate.

(c) *Record of Award*. An original record of this Award certificate and all the terms hereof, executed by the Company, is held on file by the Company. To the extent there is any conflict between the terms contained in this Award certificate and the terms contained in the original held by the Company, the terms of the original held by the Company shall control.

(d) *Survival*. The Restrictive Covenants in Section 8 and the provisions regarding the forfeiture of Options and recoupment of shares of Common Stock shall survive termination of the Option.

(e) *Injunctive Relief, Attorney's Fees and Jury Trial*. In the event of a breach or a threatened breach of this Award by Participant, Participant acknowledges that the Company will face irreparable injury which may be difficult to calculate in dollar terms and that the Company shall be entitled, in addition to remedies otherwise available at law or in equity, to temporary

restraining orders and preliminary injunctions and final injunctions without the posting of a bond enjoining such breach or threatened breach. Should the Company successfully enforce any portion of this Award certificate before a trier of fact or in an arbitration proceeding, the Company shall be entitled to all of its reasonable attorney's fees and costs incurred as a result of enforcing this Award certificate against Participant. Participant waives all rights or entitlement to a jury trial for any matter arising out of or relating to this Award certificate.

(f) *Code Section 409A*. It is intended that this Award and any amounts payable under this Award shall either be exempt from or comply with Code Section 409A (including the Treasury regulations and other published guidance relating thereto) so as not to subject Participant to payment of any additional tax, penalty or interest imposed under Code Section 409A. The provisions of this Award certificate shall be construed and interpreted to avoid the imputation of any such additional tax, penalty, or interest under Code Section 409A yet preserve (to the nearest extent reasonably possible) the intended benefit payable to Participant. To the extent that the time or form of payment of any benefit pursuant to this Award would violate the terms of Section 409A, the Committee may revise the time or form of payment to conform to Section 409A. Notwithstanding the foregoing, in no event shall the Company, any Affiliate, the members of the Committee, or any other person have any liability for any additional tax, penalty or interest imposed on Participant by reason of Section 409A or otherwise.

(g) *No Waiver*. No waiver of any breach of any provision of this Award certificate by the Company shall be effective unless it is in writing, and no waiver shall be construed to be a waiver of any succeeding breach or as a modification of such provision. The provisions of this Award certificate shall be severable, and if any provision of this Award certificate is found by any court or arbitrator to be unenforceable, in whole or in part, the remainder of this Award certificate shall nevertheless be enforceable and binding on the parties. Participant also agrees that a court or arbitrator may modify any invalid, overbroad or unenforceable term of this Award certificate so that such term, as modified, is valid and enforceable under applicable law, and that a court or arbitrator is authorized to extend the length of the Restrictive Covenants in Section 8 of this Award certificate for any period of time in which Participant is in breach of the Restrictive Covenants or as necessary to protect the legitimate business interests of Company. Further, Participant affirmatively states that Participant has not, will not, and cannot rely on any representations not expressly made herein. The terms of this Award certificate shall not be amended by Participant or Company except by the express written consent of the Company and Participant.

(h) *Consideration Period; Right to Consult with Counsel*. By the Participant's acceptance below, the Participant acknowledges and agrees that the Company provided the Participant with at least ten (10) business days to review and consider this Award certificate and that voluntarily accepting this Award certificate before the expiration of ten (10) business days shall serve as a waiver of the ten (10) day review period. The Participant has the right and is advised to consult with counsel of his/ her choice before signing this document.

(i) *Assignability and Change of Position*. The rights and/or obligations herein may be assigned by the Company without Participant's consent and shall bind and inure to the benefit of the Company's successors, assigns, and representatives. If the Company makes any assignment of the rights and/or obligations herein, Participant agrees that this Award certificate shall remain binding upon Participant in any event.

Offer Date: **May 14, 2025**

By _____, on behalf of UnitedHealth Group Incorporated

Acceptance Date: _____

Signature: _____

Exhibit A

State Law Exceptions to Nonqualified Stock Option Award

If Participant is a resident of the following states as of the Award Date, the following exceptions and acknowledgments shall apply to Participant, notwithstanding anything to the contrary in the **Nonqualified Stock Option Award** to which this Exhibit A is attached.

****CALIFORNIA**. If Participant is a resident of California: 1) Section 8(c) and Section 8(d) will apply to Participant during Participant's employment but will apply after Participant's employment only to the extent that Participant uses or discloses the Company's trade secrets to perform the activities prohibited by Section 8(c) and Section 8(d); 2) Section 11(a) will not apply to Participant; and 3) nothing in the Award certificate shall prevent Participant from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Participant has reason to believe is unlawful.

****COLORADO**. If Participant is a resident of Colorado as of the Award Date: 1) Section 8 shall be interpreted to apply to the full extent permitted by Colo. Rev. Stat. § 8-2-113 and shall not be interpreted to apply in any manner that would constitute a violation of Colorado law; 2) Section 8(c) will only apply after the termination of Participant's employment to the extent that, at the time of the Award Date and at the termination of Participant's employment, Participant earns an amount of annualized cash equivalent to or greater than sixty percent (60%) of the threshold for highly compensated workers as defined by the Colorado Department of Labor; 3) Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the Award Date and at the termination of Participant's employment, Participant earns an amount of annualized cash compensation equivalent to or greater than the threshold amount for highly compensated workers as defined by the Colorado Department of Labor; and 4) Section 11(a) will not apply to Participant.

****IDAHO**. If Participant is a resident of Idaho as of the Award Date, Participant acknowledges that Participant is a "key employee" as that term is defined in Idaho. Stat. § 44-2702, and that if Participant became employed by or affiliated with a competitor in violation of Section 8(c) it is inevitable that Participant would disclose the Company's trade secrets or other confidential information.

****ILLINOIS**. If Participant is a resident of Illinois as of the Award Date: 1) Participant acknowledges that Participant was provided with 14 calendar days to review this Award certificate and that accepting this Award before the expiration of the 14 days shall serve as a waiver of the 14 day review period; 2) Participant understands that Participant has the right to consult with an attorney prior to accepting the Award, but that any legal consultation is at Participant's own expense; 3) Participant acknowledges that Participant has had an adequate opportunity to consult with an attorney, Participant has read and understands this Award certificate, and is voluntarily accepting the Award; 4) Section 8(c) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant's annualized rate of earnings exceeds the amount set forth in 820 ILCS 90/10(a); and 5) Section 8(d) will only apply after the termination of Participant's employment to the extent that,

at the time of the termination of Participant's employment, Participant's annualized rate of earnings exceeds the amount set forth in 820 ILCS 90/10(b).

__LOUISIANA__. If Participant is a resident of Louisiana as of the Award Date, after the termination of Participant's employment Section 8(c)(i) and Section 8(d) shall apply only in the following parishes in the State of Louisiana: Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Baton Rouge, East Carroll, East, Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson, Jefferson Davis, La Salle, Lafayette, Lafourche, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Orleans, Ouachita, Plaquemines, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Bernard, St. Charles, St. Helena, St. James, St. John The Baptist, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Tensas, Terrebonne, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana, and Winn.

__MAINE__. If Participant is a resident of Maine as of the Award Date: 1) the terms of Section 8(d) of this Award certificate regarding Participant's post-termination obligations do not take effect until after one (1) year of Participant's employment with the Company or a period of six (6) months from the date that Participant accepted the Award, whichever is later; 2) Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant earns wages over four hundred percent (400%) of the federal poverty level, as defined in 26 M.R.S.A. § 599-A; and 3) Participant acknowledges that the Company provided Participant with at least three (3) days to review this Award certificate before accepting the Award and that voluntarily accepting the Award before the expiration of three (3) days shall serve as a waiver of the three (3) day review period.

__MARYLAND__. If Participant is a resident of Maryland as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant earns compensation that is more than the amount set forth in Maryland Code, Labor and Employment, § 3-716(a)(1).

__MASSACHUSETTS__. If Participant is a resident of Massachusetts as of the Award Date: 1) Participant acknowledges that Participant was provided with 10 business days to review this Award certificate and that accepting this Award before the expiration of the 10 days shall serve as a waiver of the 10 day review period; 2) Participant understands that Participant has the right to consult with an attorney prior to accepting the Award, but that any legal consultation is at Participant's own expense; and 3) Participant acknowledges that Participant has had an adequate opportunity to consult with an attorney, Participant has read and understands this Award certificate, and is voluntarily accepting the Award.

__MINNESOTA__. If Participant is a resident of Minnesota as of the Award Date: 1) Section 8(d) will apply to Participant during Participant's employment but will apply after Participant's employment only to the extent that Participant uses or discloses the Company's trade secrets or Confidential Information to perform the activities prohibited by Section 8(d); and 2) Participant further agrees that during Participant's employment and for one year after the later of (i) the termination of Participant's employment with the Company for any reason whatsoever or (ii) the last scheduled vesting date under this Award certificate, Participant will not, without the

Company's prior written consent, engage in any activity or employment in the faithful performance of which it could be reasonably anticipated that Executive would use or disclose the Company's Trade Secrets or Confidential Information.

NEBRASKA. If Participant is a resident of Nebraska as of the Award Date, Section 8(d) will not apply after the termination of Participant's employment.

NEVADA. If Participant is a resident of Nevada as of the Award Date, after the termination of Participant's employment Section 8(c) and Section 8(d) will not prohibit Participant from providing service to a former provider or customer of the Company if Participant can demonstrate that (i) Participant did not solicit the former provider or customer, (ii) the former provider or customer voluntarily chose to leave the Company and seek services from Participant, and (iii) Participant is otherwise complying with the limitations in this Award certificate other than any limitation on providing services to a former provider or customer who seeks the services of Participant without any contact instigated by Participant.

NEW HAMPSHIRE. If Participant is a resident of New Hampshire as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant earns at least two hundred percent (200%) of the federal minimum wage.

NORTH DAKOTA. If Participant is a resident of North Dakota as of the Award Date, Section 8(c)(i) and Section 8(d) will apply to Participant during Participant's employment but will apply after Participant's employment only to the extent that Participant uses or discloses the Company's trade secrets to perform the activities prohibited by Section 8(c)(i) and Section 8(d).

OKLAHOMA. If Participant is a resident of Oklahoma as of the Award Date: 1) Section 8(d) will not apply after the termination of Participant's employment; and 2) Section 8(c)(i) will apply after Participant's employment only with respect to providers or customers of the Company that are "established customers" of the Company per Okla. Stat. Ann. tit. 15, § 219A.

OREGON. If Participant is a resident of Oregon as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that Participant's annual gross salary and commissions, calculated on an annual basis, at the time that Participant's employment ends, exceed the amount set forth in Ore. Rev. Stat. § 653.295(1)(e).

RHODE ISLAND. If Participant is a resident of Rhode Island as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant earns more than two hundred fifty percent (250%) of the federal poverty level for individuals as established by the United States Department of Health and Human Services federal poverty guidelines.

VIRGINIA. If Participant is a resident of Virginia as of the Award Date, Section 8(d) will only apply after the termination of Participant's employment to the extent that, at the time of the termination of Participant's employment, Participant's average weekly earnings, as calculated in Va. Code § 40.1-28.7:8, are equal to or more than the average weekly wage of the Commonwealth as determined pursuant to subsection B of Va. Code §65.2-500.

WASHINGTON. If Participant is a resident of Washington as of the Award Date: 1) Section 8(c)(i) is replaced with the following: "Solicit or conduct business with any business competitive with the Company from any person or entity who is a Company provider or customer and with whom Participant had contact regarding the Company's activity, products or services, or for whom Participant provided services or supervised employees who provided those services, or about whom Participant learned Confidential Information during employment related to the Company's provision of products and services to such person or entity;" 2) Section 8(d) will only apply after the termination of Participant's employment to the extent that Participant's annualized earnings, at the time that Participant's employment ends, exceed the amount set forth in RCW 49.62.020; 3) Participant acknowledges that, by this Award certificate, the Company has notified Participant that, even if the post-employment provisions of Section 8(d) are not enforceable against Participant at the time of Participant's acceptance of the Award, those provisions may be enforceable against Participant in the future due to changes in Participant's compensation; 4) Section 11(a) will not apply to Participant; and 5) nothing in the Award certificate shall prevent Participant from discussing or disclosing information Participant reasonably believes under Washington state, federal, or common law to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy.

Exhibit 10.9

UNITEDHEALTH GROUP

AMENDMENT TO
STOCK OPTION AWARD

UnitedHealth Group Incorporated (the "Company") has granted to

Stephen J Hemsley

("Participant") a stock option award consisting of nonqualified stock options on May 14, 2025 (the "Stock Option").

The Compensation and Human Resources Committee (the "Committee") of the Board of Directors of the Company, pursuant to Section 7(b) of the 2020 Stock Incentive Plan (the "Plan"), authorized an amendment to the outstanding Stock Awards for the Participant such that the following special transfer restrictions apply to any shares of Common Stock acquired upon exercise of the Stock Option by the Participant. 100% of the net number of any shares acquired upon the exercise of the Stock Option (including any shares of Common Stock or other securities subject to the Stock Option following any adjustment made pursuant to the Option or Section 7 of the Plan) must be retained for a period of at least two years following the third anniversary of the Award Date (the "Holding Requirement"). For avoidance of doubt, the Holding Requirement will lapse upon the death or disability of the Participant as defined in Section 2 (b) of the Stock Option.

The Company and Participant hereby agree to amend the Participant's Stock Option as follows:

1. Special Restriction on Transfer for Certain Participants. Participant's current outstanding Stock Option is hereby amended by adding a new paragraph to Section 6 to read as follows:

   Notwithstanding the terms of any other agreement heretofore or hereafter entered into between the parties Participant and the Company acknowledge and agree that in addition to the Special Restriction on Transfer for Certain Participants pursuant to the preceding paragraph of this Section 6, 100% of the net number as defined in the preceding paragraph of any shares acquired upon the exercise of the Stock Option (including any shares of Common Stock or other securities subject to the Stock Option following any adjustment made pursuant to the Option or Section 7 of the Plan) must be retained for a period of at least two years following the third anniversary of the Award Date (the "Holding Requirement"), unless Participant dies or incurs a Disability (as defined in Section 2(b)) prior to completion of the Holding Requirement period. The restrictions of the Holding Requirement are in addition to, and not in lieu of, the restrictions imposed under the preceding paragraph and any other Company policies and applicable laws.

2. Effective Date. This amendment is effective as of February 23, 2026.

3. Savings Clause. Save and except as hereinabove expressly amended, the Participant's Stock Option shall continue in full force and effect.

* * * * *

Signed: _____
Date: _____

Signed: _____
UnitedHealth Group

FIRST AMENDMENT
OF
UNITEDHEALTH GROUP
EXECUTIVE SAVINGS PLAN
(2024 Statement)

WHEREAS, UnitedHealth Group Incorporated, a Delaware corporation ("UnitedHealth Group"), has heretofore established and maintains several nonqualified, deferred compensation programs (the "ESP") for the benefit of a select group of management or highly compensated employees of UnitedHealth Group and certain affiliates of UnitedHealth Group;

WHEREAS, said programs are currently embodied in a single document which is effective January 1, 2024, and which is entitled "UNITEDHEALTH GROUP EXECUTIVE SAVINGS PLAN (2024 Statement)" (hereinafter referred to as the "Plan Statement");

WHEREAS, Section 11.5 of the Plan Statement provides that the Executive Vice President & Chief People Officer ("EVP CPO") may adopt certain amendments that do not materially increase the cost of the ESP;

WHEREAS, the EVP CPO wishes to amend the Plan Statement to add Optum Select Management, Inc. as a participating employer in the ESP, effective March 24, 2024; and

WHEREAS, the EVP CPO has determined that this proposed amendment is within her authority and does not materially increase the cost of the ESP.

NOW, THEREFORE, BE IT RESOLVED, that the Plan Statement is hereby amended in the following respect:

1. **PARTICIPATING EMPLOYERS.** Effective as of March 24, 2024, Schedule 1 to the Plan Statement is amended in the form attached hereto as Exhibit A.

2. **SAVINGS CLAUSE**. Save and except as hereinabove expressly amended, the Plan Statement shall continue in full force and effect.

Dated: March 18, 2024

UNITEDHEALTH GROUP INCORPORATED

By: /s/ Erin L. McSweeney

Erin L. McSweeney

Executive Vice President & Chief People Officer

Exhibit A

SCHEDULE I

EMPLOYERS PARTICIPATING
IN THE
UNITEDHEALTH GROUP EXECUTIVE SAVINGS PLAN
Effective as of March 24, 2024

U.S. Domestic Corporations

1. United HealthCare Services, Inc.
2. UHC International Services, Inc.
3. Health Plan of Nevada, Inc.
4. Sierra Health and Life Insurance Company, Inc.
5. Southwest Medical Associates, Inc.
6. Optum Services, Inc.
7. UnitedHealthcare of Illinois, Inc.
8. Optum Care, Inc.
9. Optum Select Management, Inc.

SECOND AMENDMENT
OF
UNITEDHEALTH GROUP
EXECUTIVE SAVINGS PLAN
(2024 Statement)

WHEREAS, UnitedHealth Group Incorporated, a Delaware Corporation ("UnitedHealth Group") has heretofore established and maintains the UnitedHealth Group Executive Savings Plan (the "Plan") for the benefit of a select group of management or highly compensated employees of participating Employers under the Plan;

WHEREAS, the Plan is currently embodied in the document entitled "UNITEDHEALTH GROUP EXECUTIVE SAVINGS PLAN (2024 Statement)," as amended from time to time (the "Plan Statement");

WHEREAS, Section 11.5 of the Plan Statement provides that the Executive Vice President & Chief People Officer ("EVP CPO") may adopt certain amendments to the Plan Statement that do not materially increase the cost of the Plan;

WHEREAS, the EVP CPO wishes to amend the Plan Statement to reflect changes in the salary grade classifications used to determine eligibility under the Plan, effective January 1, 2026; and

WHEREAS, the EVP CPO has determined that this proposed amendment is within her authority and does not materially increase the cost of the Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Plan Statement, as previously amended, is hereby further amended in the following respects:

1. DEFINITION OF ELIGIBLE GRADE LEVEL. Effective as of January 1, 2026, Section 1.2.11(a) of the Plan Statement is amended to read as follows:

(a) **In General.**. For regular full-time or part-time employees: the Executive Leadership Team; the Senior Leadership Team; Salary Grades 32, 91, and 92; Medical Director Grades 2, 3 and 4 (but in the case of Medical Director Grade 2 only if base salary is equal to or exceeds any specific compensation criteria established by the Executive Vice President & Chief People Officer).

2. SPECIAL LEGACY ELIGIBILITY RULES. Effective as of January 1, 2026, Section 1.3.1 of the Plan Statement is amended to read as follows:

1.3.1. Effective for the Plan Year beginning January 1, 2023, the Executive Vice President and Chief People Officer increased the compensation criteria for employees in Medical Director Grade 2 (then known as Salary Grade M2). Any employee (i) who remains in Medical Director Grade 2, and (ii) whose base salary equals or exceeds the compensation criteria level in effect for 2022, shall be considered to be eligible to participate in the Plan for 2023 and all subsequent Plan Years (regardless of whether such

employee elected to defer under the Plan for 2022), provided (iii) such employee remains in Medical Director Grade 2, (iv) such employee's base salary for 2023 and all later years equals or exceeds the compensation criteria in effect for 2022, and (v) such employee elects to defer under the Plan for 2023 and continues to elect to defer for all subsequent years.

3. SAVINGS CLAUSE. Save and except as hereinabove expressly amended, the Plan Statement shall continue in full force and effect.

UNITEDHEALTH GROUP INCORPORATED

Dated: December 22, 2025

By: /s/ Erin L. McSweeney

Erin L. McSweeney

Executive Vice President & Chief People Officer



Our compensation and benefit program is designed to compensate our non-employee directors fairly and competitively for work required for a company of our size, complexity and scope, and align their interests with the long-term interests of our shareholders. Director compensation reflects our desire to attract, retain and benefit from the expertise of highly qualified people with background and experience relevant to our business and those we serve. The Compensation and Human Resources Committee annually reviews the compensation of our non-employee directors and makes recommendations to the Board of Directors.

The Company uses annual retainers, stock-based compensation, expense reimbursement and other forms of compensation, as appropriate, to attract and retain non-employee directors.

Cash Compensation

Non-employee directors receive an annual cash retainer of $125,000. We pay an additional annual cash retainer of $220,000 to a non-employee serving as Chair of the Board, an additional annual cash retainer of $75,000 to the Lead Independent Director, an additional annual cash retainer of $32,500 to the Chair of the Audit Committee, and additional annual cash retainers of $25,000 to the Chair of the Compensation and Human Resources Committee, the Chair of the Governance Committee, the Chair of the Health and Clinical Practice Policies Committee and the Chair of the Public Responsibility Committee.

Cash retainers are payable on a quarterly basis in arrears on the first business day following the end of each fiscal quarter, and are subject to pro-rata adjustment if the director did not serve the entire quarter. Directors may elect to receive deferred stock units (“DSUs”) or common stock (if the director has met the stock ownership guidelines) in lieu of their cash compensation or may defer receipt of their cash compensation to a later date pursuant to the Directors' Compensation Deferral Plan (“Director Deferral Plan”).

Stock-Based Compensation

Non-employee directors receive annual grants of DSUs under the 2020 Stock Incentive Plan having an aggregate fair value of $225,000, subject to rounding adjustments described below. The grants are issued quarterly in arrears on the first business day following the end of each fiscal quarter and prorated if the director did not serve the entire quarter. The number of DSUs granted is determined by dividing $56,250 (the quarterly value of the annual stock compensation award) by the closing price of our common stock on the grant date, rounded up to the nearest share.

The DSUs immediately vest upon grant and must be retained until completion of the director’s service on the Board of until they have met our stock ownership requirement. Upon completion of service, the DSUs convert into an equal number of shares of the Company’s common stock. A director may defer receipt of the shares for up to ten years after completion of service pursuant to the Director Deferral Plan. Non-employee directors who have met their stock ownership requirement may elect to receive common stock in lieu of DSUs and/or in-service distributions on pre-selected dates.

If a director elects to convert his or her cash compensation into common stock or DSUs, such conversion grants are made on the day the eligible cash compensation becomes payable to the director. The director receives the number of shares of common stock or DSUs, as applicable, equal to the cash compensation foregone, divided by the closing price of our common stock on the date of grant, rounded up to the nearest share. Directors may only elect to receive common stock if they have met the stock ownership guidelines.

The Company pays dividend equivalents in the form of additional DSUs on all outstanding DSUs. Dividend equivalents are paid at the same rate and at the same time that dividends are paid to Company shareholders and are subject to the same vesting and holding conditions as the underlying grant.

Director Deferral Plan

Under the Director Deferral Plan, subject to compliance with applicable laws, non-employee directors may elect annually to defer receipt of all or a percentage of their compensation. Amounts deferred are credited to a bookkeeping account maintained for each director participant that uses a predetermined collection of unaffiliated mutual funds as measuring investments. Subject to certain additional rules set forth in the Director Deferral Plan, a participating director may elect to receive the distribution in one of the following ways:

- a series of five or ten annual installments following the completion of his or her service on the Board of Directors;
- a delayed lump sum following either the fifth or tenth anniversary of the completion of his or her service on the Board of Directors;
- for cash deferrals, an immediate lump sum upon the completion of his or her service on the Board of Directors; or
- pre-selected amounts to be distributed on pre-selected dates while the director remains a member of the Board of Directors.

The Director Deferral Plan does not provide for matching contributions by the Company, but our Board of Directors may determine, in its discretion, to supplement the accounts of participating directors with additional amounts.

Other Compensation

We reimburse directors for any reasonable out-of-pocket expenses incurred in connection with service as a director. We also provide health care coverage to directors if the director is not eligible for subsidized coverage under another group health care benefit program. Health care coverage is provided on the same terms and conditions as current employees. Upon retirement from the Board of Directors, directors may continue to obtain health care coverage under benefit continuation coverage, and after the lapse of such coverage, under the Company’s post-employment medical plan

The Company maintains a program through which it will match up to $15,000 of charitable donations made by each director for each calendar year. The directors do not receive any financial benefit from this program because the charitable income tax deductions accrue solely to the Company. Donations under the program may not be made to family trusts, partnerships or similar organizations.

Exhibit 10.24

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement is between Patrick Conway ("Executive") and United HealthCare Services, Inc. ("UnitedHealth Group"), and is effective May 6, 2025 (the "Effective Date"). This Agreement's purposes are to set forth certain terms of Executive's employment by UnitedHealth Group or one of its affiliates and to protect UnitedHealth Group's knowledge, expertise, customer relationships, and confidential information. Unless the context otherwise requires, "UnitedHealth Group" includes all its affiliated entities. This Agreement supersedes and replaces Executive's Employment Agreement with UnitedHealth Group effective February 13, 2020.

1. Employment and Duties.

   A. Employment. UnitedHealth Group hereby employs Executive, and Executive accepts employment, under this Agreement's terms. Executive's primary employment location shall be in UnitedHealth Group's Boston, MA office.

   B. Title and Duties. Executive will be employed as Chief Executive Officer, Optum. Executive will perform such duties, and exercise such supervision and control, as are commonly associated with Executive's position, as well as perform such other duties as are reasonably assigned to Executive. Executive will devote substantially all of Executive's business time and energy to Executive's duties. Executive will maintain operations in Executive's area of responsibility and make every reasonable effort to ensure that the employees within that area of responsibility act, in compliance with applicable law and UnitedHealth Group's Code of Conduct, as amended from time to time. Executive is subject to all of UnitedHealth Group's employment policies and procedures (except as specifically superseded by this Agreement).

2. Compensation and Benefits.

   A. Base Salary. Executive's initial annual base salary will be $1,000,000, less applicable withholdings and deductions, payable according to UnitedHealth Group's regular payroll schedule. Periodic adjustments to Executive's base salary may be made in UnitedHealth Group's sole discretion.

   B. Incentive Compensation. Executive will be eligible to participate in UnitedHealth Group's incentive compensation plans in UnitedHealth Group's discretion and in accordance with the plans' terms and conditions. Executive's initial target bonus potential will be 200% of annual base salary, subject to periodic adjustments in UnitedHealth Group's discretion.

   C. Stock Plan Award Program. Executive will be eligible to participate in UnitedHealth Group's stock plan award program at UnitedHealth Group's sole discretion and in accordance with the program's terms and conditions. Executive's annual stock plan

award target will be $8,000,000; however, the grant value, frequency and terms of such stock plan grants, if any, are at UnitedHealth Group's sole discretion.

D. Stock Plan Award. In accordance with guideline amounts authorized by UnitedHealth Group's Compensation and Human Resources Committee, management will recommend that Executive be awarded a grant of (i) Performance-Based Restricted Stock Units for the 2025-2027 performance period with a value of $1,000,000, subject to the performance vesting criteria and other terms of the award; (ii) Restricted Stock Units with a value of $500,000; and (iii) Non-Qualified Stock Options with a Financial Accounting Standards (FAS) value of $500,000. The Restricted Stock Units and Non-Qualified Stock Options will vest 25% on each anniversary date of the grant, over a four-year period (or such earlier vesting schedule as determined by the Committee). All stock plan awards will be subject to the terms and conditions of the specific stock plan award agreements, including certain restrictive covenants, and the UnitedHealth Group Incorporated 2020 Stock Incentive Plan. In accordance with UnitedHealth Group's governance policy, which stipulates that its Compensation and Human Resources Committee can only grant stock plan awards at regularly scheduled quarterly committee meetings, Executive's recommended grant will be reviewed by the Committee at its next regularly scheduled quarterly meeting following the Effective Date. The number of shares comprising the recommended grant will be calculated the day of the Committee meeting using the closing price of UnitedHealth Group stock on the day the calculation is made.

E. Employee Benefits. Executive will be eligible to participate in UnitedHealth Group's employee welfare, retirement, and stock incentive plans on the same basis as other similarly situated executives, in accordance with the terms of the plans. Executive will be eligible for Paid Time Off in accordance with UnitedHealth Group's policies. UnitedHealth Group reserves the right to amend or discontinue any plan or policy at any time in its sole discretion. In addition to the Company's generally available benefits, UnitedHealth Group shall provide Executive, at UnitedHealth Group's expense during the term of Executive's employment, a $2 million face value term life insurance policy, and a long-term disability policy which covers 60% of base salary in the event of a qualifying long-term disability, subject to the policy terms.

3. Termination of Employment.

A. By Mutual Agreement. The parties may terminate Executive's employment at any time by mutual agreement.

B. By UnitedHealth Group without Cause. UnitedHealth Group may terminate Executive's employment without Cause upon 90 days' prior written notice.

C. By UnitedHealth Group with Cause. UnitedHealth Group may terminate Executive's employment at any time for Cause. "Cause" means Executive's (a) material failure to follow UnitedHealth Group's reasonable direction or to perform any duties reasonably required on material matters, (b) material violation of, or failure to act upon or report known or suspected violations of, UnitedHealth Group's Code of Conduct, as amended from time to time, (c) conviction of any felony, (d) commission of any criminal, fraudulent, or dishonest act in connection with Executive's employment, (e) material breach of this Agreement, or (f) conduct that is materially detrimental to UnitedHealth Group's interests. UnitedHealth Group will, within 120 days of discovery of the conduct, give Executive written notice specifying the conduct constituting Cause in reasonable detail and Executive will have 60 days to remedy such conduct, if such conduct is reasonably capable of being remedied. In any instance where the Company may have grounds for Cause, failure by the Company to provide written notice of the grounds for Cause within 120 days of discovery shall be a waiver of its right to assert the subject conduct as a basis for termination for Cause.

D. By Executive without Good Reason. Executive may terminate Executive's employment at any time for any reason, including due to Executive's retirement.

E. By Executive for Good Reason. Executive may terminate Executive's employment for Good Reason, as defined below. Executive must give UnitedHealth Group written notice specifying in reasonable detail the circumstances constituting Good Reason, within 120 days of becoming aware of such circumstances, or such circumstances will not constitute Good Reason. If the circumstances constituting Good Reason are reasonably capable of being remedied, UnitedHealth Group will have 60 days to remedy such circumstances. "Good Reason" will exist if UnitedHealth Group takes any of the following actions, without Executive's consent: (a) reduces Executive's base salary or target bonus percentage other than in connection with a general reduction affecting a group of employees; (b) moves Executive's primary work location more than 50 miles; or (c) makes changes that substantially diminish Executive's duties or responsibilities.

F. Due to Executive's Death or Disability. Executive's employment will terminate automatically if Executive dies, effective as of the date of Executive's death. UnitedHealth Group may terminate Executive's employment due to Executive's disability that renders Executive incapable of performing the essential functions of Executive's job, with or without reasonable accommodation. Executive will not be entitled to Severance Benefits under Section 4 in the event of termination due to Executive's death or disability.

4. Severance Benefits.

A. Circumstances under Which Severance Benefits Payable. Executive will be entitled to Severance Benefits only if Executive's employment is terminated by UnitedHealth Group without Cause or if Executive terminates employment for Good Reason. Whether Executive has had a termination of employment will be determined in a manner consistent with the definition of "Separation from Service" under Section 409A of the Internal Revenue Code of 1986 and its accompanying regulations ("Section 409A") and will be referred to herein as a "Termination." For purposes of this Agreement, Executive will be considered to have experienced a Termination as of the date that the facts and circumstances indicate that it is reasonably anticipated that Executive will provide no further services after such date or that the level of bona fide services that Executive is expected to perform permanently decreases to no more than 20% of the average level of bona fide services that Executive performed over the immediately preceding 36-month period. In consideration of the Severance Benefits in this Agreement, Executive waives any payments or benefits to which Executive otherwise might be or become entitled under any UnitedHealth Group severance plan or program.

B. Severance Benefits. Subject to Section 4.C, Executive shall be entitled to the following Severance Benefits if Executive experiences a Termination under the circumstances described in Section 4.A above:

i. Two times Executive's annualized base salary as of Executive's Termination.

ii. Any bonus or incentive compensation paid or payable to Executive for the two most recent calendar years (excluding equity-related awards, payments under any long-term or similar benefit plan, or any other special or one-time bonus or incentive compensation payments); provided, however, that if termination occurs within two years following the Effective Date, the amount payable under this paragraph will be Executive's target incentive.

iii. $12,000 lump sum payment, minus applicable deductions, to offset costs of COBRA, which amount will be paid within 60 days following Termination.

iv. Outplacement services consistent with those provided to similarly situated executives provided by an outplacement firm selected by UnitedHealth Group.

The Severance Benefits in Sections 4.B.i.-ii. will be paid out, minus applicable deductions, including deductions for tax withholding, in equal bi-weekly payments on the regular payroll cycle over the 12-month period following Executive's Termination. Commencement of payments shall begin on the first payroll date that is at least 60 days after the date of Executive's Termination (the "Starting Date"), provided that Executive has satisfied the requirement in Section 4.C. The first

payment on the Starting Date shall include those payments that would have been previously paid if the payments of the severance compensation had begun on the first payroll date following the date of Executive's Termination. Executive's entitlement to the payments of the severance compensation described in Sections 4.B.i.-ii. shall be treated as the entitlement to a series of separate payments for purposes of Section 409A.

If Executive is a "Specified Employee" (within the meaning of Section 409A and determined pursuant to procedures adopted by UnitedHealth Group) at the time of Executive's Termination and any amount that would be paid to Executive during the six-month period following Termination constitutes "Deferred Compensation" (within the meaning of Section 409A), such amount shall not be paid to Executive until the later of (i) six months after the date of Executive's Termination, and (ii) the payment date or commencement date specified in this Agreement for such payment(s). On the first regular payroll date following the expiration of such six-month period (or if Executive dies during the six-month period, the first payroll date following the death), all payments that were delayed pursuant to the preceding sentence shall be paid to Executive in a single lump sum and thereafter all payments shall be made as if there had been no such delay. All Severance Benefits described in Section 4.B.i-ii shall be paid by, and no further severance compensation shall be paid or payable after, December 31 of the second calendar year following the year in which Executive's Termination occurs.

C. Separation Agreement and Release Required. In order to receive any Severance Benefits under this Agreement, Executive must timely sign a separation agreement and release of claims in a form determined by UnitedHealth Group in its discretion. UnitedHealth Group shall provide to Executive a form of separation agreement and release of claims no later than three (3) days following Executive's date of Termination. If Executive does not timely execute and deliver to UnitedHealth Group such separation agreement and release, or if Executive does so, but then revokes it if permitted by and within the time required by applicable law, UnitedHealth Group will have no obligation to pay severance compensation to Executive.

5. Property Rights, Confidentiality, Non-Disparagement, and Restrictive Covenants.

A. UnitedHealth Group's Property.

i. Assignment. Executive hereby agrees to assign (both during and after his/her employment) and hereby assigns to UnitedHealth Group all rights, titles and interests Executive may have in any invention, computer program, discovery, idea, writing, improvement, process, technique or other works (collectively called "Intellectual Property") whether or not patentable or registrable under copyright or similar statutes, created or conceived by Executive, either alone or jointly with others, during Executive's employment that:

(a) Relates in any manner to the actual or anticipated business, research, or development of UnitedHealth Group;

(b) Results from work assigned to or performed by Executive for UnitedHealth Group; and/or

(c) Is conceived of or made with the use of UnitedHealth Group systems, equipment, supplies, materials, facilities, computer programs, confidential information and/or trade secret information.

ii. Disclosure of Intellectual Property. Executive agrees to promptly disclose in writing to UnitedHealth Group (both during and after Executive's employment) any interest Executive may have in any Intellectual Property created or conceived by Executive, either alone or jointly with others, during his/her employment. Executive will also promptly disclose in writing to UnitedHealth Group any interest Executive may have in any Intellectual Property created or conceived by Executive, either alone or jointly with others, prior to employment that relates to the actual or anticipated business, research, or development of UnitedHealth Group.

iii. Assignment/Transfer of Web Properties. Executive agrees to transfer and assign (both during and after employment), and does hereby assign to UnitedHealth Group all rights, titles, and interests in and to any domain name or social media account (collectively called "Web Properties") registered or owned by Executive that:

(a) Was registered with the intent to be used by UnitedHealth Group; and/or

(b) Relates in any manner to, or is used to comment on, the actual or anticipated business of UnitedHealth Group; and/or

(c) Contains a registered or common law trademark of UnitedHealth Group.

iv. Perfection of Assignment. Executive will at all times, even after termination of employment, do anything reasonably requested of Executive to enable UnitedHealth Group to access, patent, copyright or obtain any other form of protection for the Intellectual Property or Web Properties created, conceived, or registered by Executive, either alone or jointly with others.

v. Exclusions. Sections 5.A.i.-iv. do not apply to Intellectual Property that meets all of the following criteria:

(a) No UnitedHealth Group equipment, supplies, facilities, proprietary or trade secret information was used in its creation;

(b) The Intellectual Property was developed entirely on Executive's own time;

(c) At the time of conception or reduction to practice the Intellectual Property does not relate directly to UnitedHealth Group's business, actual or anticipated research or development; and

(d) The Intellectual Property does not result from any work performed by Executive for UnitedHealth Group.

vi. No Removal of Property. Executive may not remove from UnitedHealth Group's premises any UnitedHealth Group records, documents, data or other property, in either original or duplicate form, except as necessary in the ordinary course of UnitedHealth Group's business.

vii. Return of Property. Executive must immediately deliver to UnitedHealth Group, upon termination of employment, or at any other time at UnitedHealth Group's request, all UnitedHealth Group property, including records, documents, data, and equipment, and all copies of any such property, including any records or data Executive prepared during employment.

B. Confidential Information. Executive will be given access to and provided with sensitive, confidential, proprietary and trade secret information ("Confidential Information") in the course of Executive's employment. Examples of Confidential Information include: inventions; new product or marketing plans; business strategies and plans; merger and acquisition targets; financial and pricing information; computer programs, source codes, models and databases; analytical models; customer lists and information; and supplier and vendor lists and other information which is not generally available to the public. Subject to Section 5.D below, Executive agrees not to disclose or use Confidential Information, either during or after Executive's employment with UnitedHealth Group, except as necessary to perform Executive's UnitedHealth Group duties or as UnitedHealth Group may consent in writing.

C. Non-Disparagement. Subject to Sections 5.D and 6.E below, Executive agrees not to criticize, make any negative comments about or otherwise disparage UnitedHealth Group or those associated with it, whether orally, in writing or otherwise, directly or by implication, to any person or entity, including UnitedHealth Group customers or agents.

D. Defend Trade Secrets Act Disclosure. Executive acknowledges that, by this Agreement, UnitedHealth Group has provided Executive with written notice that, pursuant to the DTSA, 18 U.S.C. § 1833(b), an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government

official, either directly or indirectly, or to the individual's attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Moreover, if an individual files a lawsuit for retaliation for reporting a suspected violation of law, the individual may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret except under court order.

E. Restrictive Covenants. Executive agrees to the restrictive covenants in this Section in consideration of Executive's employment and UnitedHealth Group's promises in this Agreement, including providing Executive access to Confidential Information. The restrictive covenants in this Section apply during Executive's employment and for 24 months following termination of employment for any reason. Executive agrees that he/she will not, without UnitedHealth Group's prior written consent, directly or indirectly, for Executive or for any other person or entity, as agent, employee, officer, director, consultant, owner, principal, partner or shareholder, or in any other individual or representative capacity, engage in any of the following activities:

i. Non-Solicitation. Executive will not:

(a) Solicit or conduct business with any business competitive with UnitedHealth Group from any person or entity: (1) who was a UnitedHealth Group provider or customer within the 12 months before Executive's employment termination and with whom Executive had contact regarding UnitedHealth Group's activity, products or services, or for whom Executive provided services or supervised employees who provided those services, or about whom Executive learned Confidential Information during employment related to UnitedHealth Group's provision of products and services to such person or entity, or (2) was a prospective provider or customer UnitedHealth Group solicited within the 12 months before Executive's employment termination and with whom Executive had contact for the purposes of soliciting the person or entity to become a provider or customer of UnitedHealth Group, or supervised employees who had those contacts, or about whom Executive learned Confidential Information during employment related to UnitedHealth Group's provision of products and services to such person or entity;

(b) Raid, hire, employ, recruit or solicit any UnitedHealth Group employee or consultant who possesses Confidential Information of UnitedHealth Group to leave UnitedHealth Group to join a competitor;

(c) Induce or influence any UnitedHealth Group employee, consultant, or provider who possesses Confidential Information of UnitedHealth Group to terminate his, her or its employment or other relationship with UnitedHealth Group; or

(d) Assist anyone in any of the activities listed above.

ii. Non-Competition. Executive will not:

(a) Engage in or participate in any activity that competes, directly or indirectly, with any UnitedHealth Group activity, product or service that Executive engaged in, participated in, or had Confidential Information about during Executive's last 36 months of employment with UnitedHealth Group; or

(b) Assist anyone in any of the activities listed above.

iii. Geographic Scope.

(a) Executive's obligations under this "Restrictive Covenants" section shall apply on a nationwide basis anywhere in the United States, except that the obligations in section 5.E.ii shall only apply in geographic areas where Executive provided services or had material presence or influence during Executive's last 24 months of employment with UnitedHealth Group.

(b) Executive's obligations under this "Restrictive Covenants" section shall also apply in any country outside the United States with respect to which Executive had responsibility for any UnitedHealth Group activity, product or service in that country.

iv. To the extent Executive and UnitedHealth Group agree at any time to enter into separate agreements containing restrictive covenants with different or inconsistent terms than those contained herein, Executive and UnitedHealth Group acknowledge and agree that such different or inconsistent terms shall not in any way affect or have relevance to the Restrictive Covenants contained herein.

Executive agrees that the provisions of this Section 5 are reasonable and necessary to protect the legitimate interests of UnitedHealth Group.

F. Cooperation and Indemnification. Executive agrees to cooperate fully (i) with UnitedHealth Group in the investigation, prosecution or defense of any potential claims or concerns regarding UnitedHealth Group's business about which Executive has relevant knowledge, including by providing truthful information and testimony as reasonably requested by UnitedHealth Group, and (ii) with all government authorities on matters pertaining to any investigation, litigation or administrative

proceeding concerning UnitedHealth Group. UnitedHealth Group will reimburse Executive for any reasonable travel and out-of-pocket expenses incurred by Executive in providing such cooperation. UnitedHealth Group will indemnify Executive, in accordance with applicable law, for all claims and other covered matters arising in connection with Executive's employment.

G. Injunctive Relief. Executive agrees that (a) legal remedies (money damages) for any breach of Section 5 will be inadequate, (b) UnitedHealth Group will suffer immediate and irreparable harm from any such breach, and (c) UnitedHealth Group will be entitled to injunctive relief from a court in addition to any legal remedies UnitedHealth Group may seek in arbitration. If an arbitrator or court determines that Executive has breached any provision of Section 5, Executive agrees to pay to UnitedHealth Group its reasonable costs and attorney's fees incurred in enforcing that provision.

6. Miscellaneous.

A. Tax Withholding. All compensation payable under this Agreement will be subject to applicable tax withholding and other required or authorized deductions.

B. Assignment. Executive may not assign this Agreement. UnitedHealth Group may assign this Agreement. Any successor to UnitedHealth Group will be deemed to be UnitedHealth Group under this Agreement.

C. Entire Agreement; Amendment. This Agreement contains the parties' entire agreement regarding its subject matter and may only be amended in a writing signed by the parties. This Agreement supersedes any and all prior oral or written employment agreements (including letters and memoranda) between Executive and UnitedHealth Group or its predecessors. This Agreement does not supersede the terms of any stock option, restricted stock, or stock appreciation rights plan or award.

D. Choice of Law. Delaware law governs this Agreement except as to the provisions of Sections 5.E.ii-iii, which shall be governed by Massachusetts law.

E. Waivers; Other Rights. No party's failure to exercise, or delay in exercising, any right or remedy under this Agreement will be a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy. Nothing in this Agreement prohibits Executive from making disclosures that are protected under law or reporting violations of state or federal law or regulation to governmental agencies or entities.

F. Narrowed Enforcement and Severability. If a court or arbitrator decides that any provision of this Agreement is invalid or overbroad, the parties agree that the court or arbitrator should narrow such provision so that it is enforceable or, if narrowing

is not possible or permissible, such provision should be considered severed and the other provisions of this Agreement should be unaffected.

G. Dispute Resolution and Remedies. Except for injunctive relief under Section 5.G, any dispute between the parties relating to this Agreement or to Executive's employment will be resolved by binding arbitration under UnitedHealth Group's Employment Arbitration Policy, as it may be amended from time to time. The arbitrator(s) may not vary this Agreement's terms and must apply applicable law.

H. Payment of Deferred Compensation – Section 409A. To the extent applicable, it is intended that the compensation arrangements under this Agreement be in full compliance with Section 409A. This Agreement shall be construed in a manner to give effect to such intention. In no event whatsoever shall UnitedHealth Group be liable for any tax, interest or penalties that may be imposed on Executive under Section 409A. UnitedHealth Group shall have no obligation to indemnify or otherwise hold Executive harmless from any such taxes, interest or penalties, or from liability for any damages related thereto.

I. Electronic Transmission/Counterparts. The executed version of this Agreement may be delivered by facsimile or email, and upon receipt, such transmission shall be deemed delivery of an original. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together will constitute one document.

J. Additional Acknowledgment. Executive understands that Executive has the right to consult with an attorney prior to signing this Agreement, but that any legal consultation is at Executive's own expense. Executive has had an adequate opportunity to consult with an attorney, Executive has read and understands this Agreement, and is voluntarily signing this Agreement.

United HealthCare Services, Inc.	Executive
By /s/ David Strauss	By /s/ Patrick Conway
Its SVP Total Rewards, PS	
Date 5/23/2025	Date 5/21/25

Exhibit 10.25

EMPLOYMENT AGREEMENT

This Agreement is between Timothy Noel ("Executive") and United HealthCare Services, Inc. ("UnitedHealth Group"), and is effective February 23, 2014 (the "Effective Date"). This Agreement's purposes are to set forth certain terms of Executive's employment by UnitedHealth Group or one of its affiliates and to protect UnitedHealth Group's knowledge, expertise, customer relationships, and confidential information. Unless the context otherwise requires, "UnitedHealth Group" includes all its affiliated entities.

1. Employment and Duties.

   A. Employment. UnitedHealth Group hereby employs Executive, and Executive accepts employment, under this Agreement's terms.

   B. Duties. Executive will perform Executive's duties and any other executive level responsibilities reasonably assigned to Executive. Executive will devote substantially all of Executive's business time and energy to Executive's duties. Executive will maintain operations in Executive's area of responsibility, and make every reasonable effort to ensure that the employees within that area of responsibility act, in compliance with applicable law and UnitedHealth Group's Code of Conduct, as amended from time to time. Executive is subject to all of UnitedHealth Group's employment policies and procedures (except as specifically superseded by this Agreement).

2. Compensation and Benefits.

   A. Base Salary. Executive's initial annual base salary will be $290,000.00, less applicable withholdings and deductions, payable according to UnitedHealth Group's regular payroll schedule. Periodic adjustments to Executive's base salary may be made in UnitedHealth Group's sole discretion.

   B. Incentive Compensation. Executive will be eligible to participate in UnitedHealth Group's incentive compensation plans in UnitedHealth Group's discretion and in accordance with the plans' terms and conditions. Executive's initial target bonus potential will be 45% of annual base salary, subject to periodic adjustments in UnitedHealth Group's discretion.

   C. Employee Benefits. Executive will be eligible to participate in UnitedHealth Group's employee welfare and retirement benefit plans in accordance with the terms of the plans, and will be eligible for Paid Time Off in accordance with UnitedHealth Group's policies. UnitedHealth Group reserves the right to amend or discontinue any plan or policy at any time in its discretion.

3. Termination of Employment.

A. By UnitedHealth Group. UnitedHealth Group may terminate Executive's employment for any reason at any time, with or without Cause. "Cause" means Executive's (a) failure to follow UnitedHealth Group's reasonable direction or to perform any duties reasonably required on material matters, (b) violation of, or failure to act upon or report known or suspected violations of, UnitedHealth Group's Code of Conduct, as amended from time to time, (c) conviction of any felony, (d) commission of any criminal, fraudulent, or dishonest act in connection with Executive's employment, (e) material breach of this Agreement, (f) conduct that is materially detrimental to UnitedHealth Group's interests, or (g) disability that renders Executive incapable of performing the essential functions of Executive's job, with or without reasonable accommodation, after Executive has exhausted any leave available to Executive under applicable law or UnitedHealth Group policy. Cause will be determined in UnitedHealth Group's discretion. UnitedHealth Group may place Executive on paid leave while it is determining whether there is a basis to terminate Executive's employment for Cause.

B. By Executive. Executive may terminate Executive's employment at any time.

C. By Executive's Death. Executive's employment will terminate automatically if Executive dies, effective as of the date of Executive's death.

4. Severance Benefits.

A. Circumstances under Which Severance Benefits Payable. Executive will be entitled to Severance Benefits only if Executive's employment is terminated by UnitedHealth Group without Cause. Whether Executive has had a termination of employment will be determined in a manner consistent with the definition of "Separation from Service" under Section 409A of the Internal Revenue Code of 1986 and its accompanying regulations ("Section 409A") and will be referred to herein as a "Termination." For purposes of this Agreement, Executive will be considered to have experienced a Termination as of the date that the facts and circumstances indicate that it is reasonably anticipated that Executive will provide no further services after such date or that the level of bona fide services that Executive is expected to perform permanently decreases to no more than 20% of the average level of bona fide services that Executive performed over the immediately preceding 36-month period. In consideration of the Severance Benefits in this Agreement, Executive waives any payments or benefits to which Executive otherwise might be or become entitled under any UnitedHealth Group severance plan or program.

B. Severance Benefits. Subject to Section 4.C, Executive shall be entitled to the following Severance Benefits if Executive experiences a Termination under the circumstances described in Section 4.A above:

i. One times Executive's annualized base salary as of Executive's Termination, less applicable deductions, including deductions for tax withholding.

ii. Outplacement services through an outplacement firm selected by, and in an amount determined by, UnitedHealth Group.

The Severance Benefits in Section 4.B.i will be paid out, minus applicable deductions, including deductions for tax withholding, in equal bi-weekly payments on the regular payroll cycle over the 12-month period following Executive's Termination. Commencement of payments shall begin on the first payroll date that is at least 60 days after the date of Executive's Termination (the "Starting Date"), provided that Executive has satisfied the requirement in Section 4.C. The first payment on the Starting Date shall include those payments that would have been previously paid if the payments of the severance compensation had begun on the first payroll date following the date of Executive's Termination. Executive's entitlement to the payments of the severance compensation described in Section 4.B.i shall be treated as the entitlement to a series of separate payments for purposes of Section 409A.

If Executive is a "Specified Employee" (within the meaning of Section 409A and determined pursuant to procedures adopted by UnitedHealth Group) at the time of Executive's Termination and any amount that would be paid to Executive during the six-month period following Termination constitutes "Deferred Compensation" (within the meaning of Section 409A), such amount shall not be paid to Executive until the later of (i) six months after the date of Executive's Termination, and (ii) the payment date or commencement date specified in this Agreement for such payment(s). On the first regular payroll date following the expiration of such six-month period (or if Executive dies during the six-month period, the first payroll date following the death), all payments that were delayed pursuant to the preceding sentence shall be paid to Executive in a single lump sum and thereafter all payments shall be made as if there had been no such delay. All Severance Benefits described in Section 4.B shall be paid by, and no further severance compensation shall be paid or payable after, December 31 of the second calendar year following the year in which Executive's Termination occurs.

C. Separation Agreement and Release Required. In order to receive any Severance Benefits under this Agreement, Executive must timely sign a separation agreement and release of claims in a form determined by UnitedHealth Group in its discretion. UnitedHealth Group shall provide to Executive a form of separation agreement and release of claims no later than three (3) days following Executive's date of Termination. If Executive does not timely execute and deliver to UnitedHealth Group such separation agreement and release, or if Executive does so, but then revokes it if permitted by and within the time required by applicable law, UnitedHealth Group will have no obligation to pay severance compensation to Executive.

5. Property Rights, Confidentiality, Non-Disparagement, and Restrictive Covenants.

A. UnitedHealth Group's Property.

i. Assignment of Property Rights. Executive must promptly disclose in writing to UnitedHealth Group all inventions, discoveries, processes, procedures, methods and works of authorship, whether or not patentable or copyrightable, that Executive alone or jointly conceives, makes, discovers, writes or creates, during working hours or on Executive's own time, during this Agreement's term (the "Works"). Executive hereby assigns to UnitedHealth Group all Executive's rights, including copyrights and patent rights, to all Works. Executive must assist UnitedHealth Group as it reasonably requires to perfect, protect, and use its rights to the Works. This provision does not apply to any Work for which no UnitedHealth Group equipment, supplies, facility or trade secret information was used and: (1) which does not relate directly to UnitedHealth Group's business or actual or demonstrably anticipated research or development, or (2) which does not result from any work performed for UnitedHealth Group.

ii. No Removal of Property. Executive may not remove from UnitedHealth Group's premises any UnitedHealth Group records, documents, data or other property, in either original or duplicate form, except as necessary in the ordinary course of UnitedHealth Group's business.

iii. Return of Property. Executive must immediately deliver to UnitedHealth Group, upon termination of employment, or at any other time at UnitedHealth Group's request, all UnitedHealth Group property, including records, documents, data, and equipment, and all copies of any such property, including any records or data Executive prepared during employment.

B. Confidential Information. Executive will be given access to and provided with sensitive, confidential, proprietary and trade secret information ("Confidential Information") in the course of Executive's employment. Examples of Confidential Information include: inventions; new product or marketing plans; business strategies and plans; merger and acquisition targets; financial and pricing information; computer programs, source codes, models and databases; analytical models; customer lists and information; and supplier and vendor lists and other information which is not generally available to the public. Executive agrees not to disclose or use Confidential Information, either during or after Executive's employment with UnitedHealth Group, except as necessary to perform Executive's UnitedHealth Group duties or as UnitedHealth Group may consent in writing.

C. Non-Disparagement. Executive agrees not to criticize, make any negative comments about or otherwise disparage UnitedHealth Group or those associated with it, whether orally, in writing or otherwise, directly or by implication, to any person or entity, including UnitedHealth Group customers or agents.

D. Restrictive Covenants. Executive agrees to the restrictive covenants in this Section in consideration of Executive's employment and UnitedHealth Group's promises in this Agreement, including providing Executive access to Confidential Information. The restrictive covenants in this Section apply during Executive's employment and for 12 months following termination of employment for any reason. Executive agrees that he/she will not, without UnitedHealth Group's prior written consent, directly or indirectly, for Executive or for any other person or entity, as agent, employee, officer, director, consultant, owner, principal, partner or shareholder, or in any other individual or representative capacity, engage in any of the following activities:

i. Non-Solicitation. Executive will not:

(a) Solicit or conduct business with any business competitive with UnitedHealth Group from any person or entity: (1) who was a UnitedHealth Group provider or customer within the 12 months before Executive's employment termination and with whom Executive had contact regarding UnitedHealth Group's activity, products or services, or for whom Executive provided services or supervised employees who provided those services, or about whom Executive learned Confidential Information during employment related to UnitedHealth Group's provision of products and services to such person or entity, or (2) was a prospective provider or customer UnitedHealth Group solicited within the 12 months before Executive's employment termination and with whom Executive had contact for the purposes of soliciting the person or entity to become a provider or customer of UnitedHealth Group, or supervised employees who had those contacts, or about whom Executive learned Confidential Information during employment related to UnitedHealth Group's provision of products and services to such person or entity;

(b) Raid, hire, employ, recruit or solicit any UnitedHealth Group employee or consultant who possesses Confidential Information of UnitedHealth Group to leave UnitedHealth Group to join a competitor;

(c) Induce or influence any UnitedHealth Group employee, consultant, or provider who possesses Confidential Information of UnitedHealth Group to terminate his, her or its employment or other relationship with UnitedHealth Group; or

(d) Assist anyone in any of the activities listed above.

ii. Non-Competition. Executive will not:

(a) Engage in or participate in any activity that competes, directly or indirectly, with any UnitedHealth Group activity, product or service that Executive engaged in, participated in, or had Confidential Information about during Executive's last 36 months of employment with UnitedHealth Group; or

(b) Assist anyone in any of the activities listed above.

iii. Because UnitedHealth Group's business competes on a nationwide basis, the Executive's obligations under this "Restrictive Covenants" section shall apply on a nationwide basis anywhere in the United States.

iv. To the extent Executive and UnitedHealth Group agree at any time to enter into separate agreements containing restrictive covenants with different or inconsistent terms than those contained herein, Executive and UnitedHealth Group acknowledge and agree that such different or inconsistent terms shall not in any way affect or have relevance to the Restrictive Covenants contained herein.

Executive agrees that the provisions of this Section 5 are reasonable and necessary to protect the legitimate interests of UnitedHealth Group.

E. Cooperation. Executive agrees to cooperate fully (i) with UnitedHealth Group in the investigation, prosecution or defense of any potential claims or concerns regarding UnitedHealth Group's business about which Executive has relevant knowledge, including by providing truthful information and testimony as reasonably requested by UnitedHealth Group, and (ii) with all government authorities on matters pertaining to any investigation, litigation or administrative proceeding concerning UnitedHealth Group. UnitedHealth Group will reimburse Executive for any reasonable travel and out-of-pocket expenses incurred by Executive in providing such cooperation.

F. Injunctive Relief. Executive agrees that (i) legal remedies (money damages) for any breach of Section 5 will be inadequate, (ii) UnitedHealth Group will suffer immediate and irreparable harm from any such breach, and (iii) UnitedHealth Group will be entitled to injunctive relief from a court in addition to any legal remedies UnitedHealth Group may seek in arbitration. If an arbitrator or court determines that Executive has breached any provision of Section 5, Executive agrees to pay to UnitedHealth Group its reasonable costs and attorney's fees incurred in enforcing that provision.

6. Miscellaneous.

A. Tax Withholding. All compensation payable under this Agreement will be subject to applicable tax withholding and other required or authorized deductions.

B. Assignment. Executive may not assign this Agreement. UnitedHealth Group may assign this Agreement. Any successor to UnitedHealth Group will be deemed to be UnitedHealth Group under this Agreement.

C. Entire Agreement; Amendment. This Agreement contains the parties' entire agreement regarding its subject matter and may only be amended in a writing signed by the parties. This Agreement supersedes any and all prior oral or written employment agreements (including letters and memoranda) between Executive and UnitedHealth Group or its predecessors. This Agreement does not supersede the terms of any stock option, restricted stock, or stock appreciation rights plan or award.

D. Choice of Law. Minnesota law governs this Agreement.

E. Waivers. No party's failure to exercise, or delay in exercising, any right or remedy under this Agreement will be a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy.

F. Narrowed Enforcement and Severability. If a court or arbitrator decides that any provision of this Agreement is invalid or overbroad, the parties agree that the court or arbitrator should narrow such provision so that it is enforceable or, if narrowing is not possible or permissible, such provision should be considered severed and the other provisions of this Agreement should be unaffected.

G. Dispute Resolution and Remedies. Except for injunctive relief under Section 5.F, any dispute between the parties relating to this Agreement or to Executive's employment will be resolved by binding arbitration under UnitedHealth Group's Employment Arbitration Policy, as it may be amended from time to time. The arbitrator(s) may not vary this Agreement's terms and must apply applicable law.

H. Payment of Deferred Compensation – Section 409A. To the extent applicable, it is intended that the compensation arrangements under this Agreement be in full compliance with Section 409A. This Agreement shall be construed in a manner to give effect to such intention. In no event whatsoever shall UnitedHealth Group be liable for any tax, interest or penalties that may be imposed on Executive under Section 409A. UnitedHealth Group shall have no obligation to indemnify or otherwise hold Executive harmless from any such taxes, interest or penalties, or from liability for any damages related thereto.

I. Electronic Transmission/Counterparts. The executed version of this Agreement may be delivered by facsimile or email, and upon receipt, such transmission shall be deemed delivery of an original. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together will constitute one document.

United HealthCare Services, Inc.
By /s/ Chris Coleman
Its SVP Employee Relations
Date May 5, 2014

Executive
By /s/ Timothy Noel

Date April 28, 2014

AMENDMENT TO EMPLOYMENT AGREEMENT

This AMENDMENT TO EMPLOYMENT AGREEMENT ("Amendment") modifies certain terms and conditions of the Employment Agreement effective February 23, 2014, between Timothy Noel and United HealthCare Services, Inc. ("UnitedHealth Group"). Accordingly, the Employment Agreement is amended effective January 22, 2025 ("Amendment Effective Date") as follows:

Section 1.B is deleted and replaced with the following:

Executive will be employed as Chief Executive Officer, UnitedHealthcare. Executive will perform such duties, and exercise such supervision and control, as are commonly associated with Executive's position, as well as perform such other duties as are reasonably assigned to Executive. Executive will devote substantially all of Executive's business time and energy to Executive's duties. Executive will maintain operations in Executive's area of responsibility and make every reasonable effort to ensure that the employees within that area of responsibility act in compliance with applicable law and UnitedHealth Group's Code of Conduct, as amended from time to time. Executive is subject to all of UnitedHealth Group's employment policies and procedures (except as specifically superseded by this Agreement).

Section 2.A is deleted and replaced with the following:

Base Salary. Executive's annual base salary will be $1,000,000, less applicable withholdings and deductions, payable according to UnitedHealth Group's regular payroll schedule. Periodic adjustments to Executive's base salary may be made in UnitedHealth Group's sole discretion.

Section 2.B is deleted and replaced with the following:

Incentive Compensation. Executive will be eligible to participate in UnitedHealth Group's incentive compensation plans in UnitedHealth Group's discretion and in accordance with the plans' terms and conditions. Executive's initial target bonus potential will be 200% of annual base salary, subject to periodic adjustments in UnitedHealth Group's discretion.

Section 2.C is deleted and replaced with the following:

Employee Benefits. Executive will be eligible to participate in UnitedHealth Group's employee welfare, retirement, and stock incentive plans on the same basis as other similarly situated executives, in accordance with the terms of the plans. Executive will be eligible for Paid Time Off in accordance with UnitedHealth Group's policies. UnitedHealth Group reserves the right to amend or discontinue any plan or policy at any time in its sole discretion. In addition to the Company's generally available benefits, UnitedHealth Group shall provide Executive, at UnitedHealth Group's expense during the term of Executive's employment, a $2 million face value term life insurance policy and a long-term disability policy which covers 60% of base salary in the event of a qualifying long-term disability, subject to the policy terms.

The following **Section 2.D** is added:

Stock Plan Award Program. Executive will be eligible to participate in UnitedHealth Group's stock plan award program at UnitedHealth Group's sole discretion and in accordance with the program's terms and conditions. Executive's initial annual stock plan award target will be $8,000,000; however, the grant value, frequency and terms of such stock plan grants, if any, are at UnitedHealth Group's sole discretion.

Section 3 is deleted and replaced with the following:

Termination of Employment.

A. By Mutual Agreement. The parties may terminate Executive's employment at any time by mutual agreement.

B. By UnitedHealth Group without Cause. UnitedHealth Group may terminate Executive's employment without Cause upon 90 days' prior written notice.

C. By UnitedHealth Group with Cause. UnitedHealth Group may terminate Executive's employment at any time for Cause. "Cause" means Executive's (a) material failure to follow UnitedHealth Group's reasonable direction or to perform any duties reasonably required on material matters, (b) material violation of, or failure to act upon or report known or suspected violations of, UnitedHealth Group's Code of Conduct, as amended from time to time, (c) conviction of any felony, (d) commission of any criminal, fraudulent, or dishonest act in connection with Executive's employment, (e) material breach of this Agreement, or (f) conduct that is materially detrimental to UnitedHealth Group's interests. UnitedHealth Group will, within 120 days of discovery of the conduct, give Executive written notice specifying the conduct constituting Cause in reasonable detail and Executive will have 60 days to remedy such conduct, if such conduct is reasonably capable of being remedied. In any instance where the Company may have grounds for Cause, failure by the Company to provide written notice of the grounds for Cause within 120 days of discovery shall be a waiver of its right to assert the subject conduct as a basis for termination for Cause.

D. By Executive without Good Reason. Executive may terminate Executive's employment at any time for any reason, including due to Executive's retirement.

E. By Executive for Good Reason. Executive may terminate Executive's employment for Good Reason, as defined below. Executive must give UnitedHealth Group written notice specifying in reasonable detail the circumstances constituting Good Reason, within 120 days of becoming aware of such circumstances, or such circumstances will not constitute Good Reason. If the circumstances constituting Good Reason are reasonably capable of being remedied, UnitedHealth Group will have 60 days to remedy such circumstances. "Good Reason" will exist if UnitedHealth Group takes any of the following actions, without Executive's consent: (a) reduces Executive's base salary or target bonus percentage other than in connection with a general reduction affecting a group of employees; (b) moves Executive's primary work location more than 50 miles; or (c) makes changes that substantially diminish Executive's duties or responsibilities.

F. Due to Executive's Death or Disability. Executive's employment will terminate automatically if Executive dies, effective as of the date of Executive's death. UnitedHealth Group may terminate Executive's employment due to Executive's disability that renders Executive incapable of performing the essential functions of Executive's job, with or without reasonable accommodation. Executive will not be entitled to Severance Benefits under Section 4 in the event of termination due to Executive's death or disability.

Section 4.A is deleted and replaced with the following:

Circumstances under Which Severance Benefits Payable. Executive will be entitled to Severance Benefits only if Executive's employment is terminated by UnitedHealth Group without Cause or if Executive terminates employment for Good Reason. Whether Executive has had a termination of employment will be determined in a manner consistent with the definition of "Separation from Service" under Section 409A of the Internal Revenue

Code of 1986 and its accompanying regulations ("Section 409A") and will be referred to herein as a "Termination." For purposes of this Agreement, Executive will be considered to have experienced a Termination as of the date that the facts and circumstances indicate that it is reasonably anticipated that Executive will provide no further services after such date or that the level of bona fide services that Executive is expected to perform permanently decreases to no more than 20% of the average level of bona fide services that Executive performed over the immediately preceding 36-month period. In consideration of the Severance Benefits in this Agreement, Executive waives any payments or benefits to which Executive otherwise might be or become entitled under any UnitedHealth Group severance plan or program.

Section 4.B is deleted and replaced with the following:

Severance Benefits. Subject to Section 4.C, Executive shall be entitled to the following Severance Benefits if Executive experiences a Termination under the circumstances described in Section 4.A above:

i. Two times Executive's annualized base salary as of Executive's Termination.

ii. Any bonus or incentive compensation paid or payable to Executive for the two most recent calendar years (excluding stock plan-related awards, payments under any long-term or similar benefit plan, or any other special or one-time bonus or incentive compensation payments); provided, however, that if termination occurs within two years following the Amendment Effective Date, the amount payable under this paragraph will be two times Executive's target incentive.

iii. $12,000 lump sum payment, minus applicable deductions, to offset costs of COBRA, which amount will be paid within 60 days following Termination.

iv. Outplacement services consistent with those provided to similarly situated executives provided by an outplacement firm selected by UnitedHealth Group.

If Executive is a "Specified Employee" (within the meaning of Section 409A and determined pursuant to procedures adopted by UnitedHealth Group) at the time of Executive's Termination and any amount that would be paid to Executive during the six-month period following Termination constitutes "Deferred Compensation" (within the meaning of Section 409A), such amount shall not be paid to Executive until the later of (i) six months after the date of Executive's Termination, and (ii) the payment date or commencement date specified in this Agreement for such payment(s). On the first regular payroll date following the expiration of such six-month period (or if Executive dies during the six-month period, the first payroll date following the death), all payments that were delayed pursuant to the preceding sentence shall be paid to Executive in a single lump sum and thereafter all payments shall be made as if there had been no such delay. All Severance Benefits described in Section 4.B.i and 4.B.ii shall be paid by, and no further severance compensation shall be paid or payable after, December 31 of the second calendar year following the year in which Executive's Termination occurs.

Section 5.B is deleted and replaced with the following:

Confidential Information. Executive will be given access to and provided with sensitive, confidential, proprietary and trade secret information ("Confidential Information") in the course of Executive's employment. Examples of Confidential Information include: inventions; new product or marketing plans; business strategies and plans; merger and acquisition targets; financial and pricing information; computer programs, source codes, models and databases; analytical models; customer lists and information; and supplier and vendor lists and other information which is not generally available to the public. Subject to Section 5.G, Executive agrees not to disclose or use

Confidential Information, either during or after Executive's employment with UnitedHealth Group, except as necessary to perform Executive's UnitedHealth Group duties or as UnitedHealth Group may consent in writing.

Section 5.C is deleted and replaced with the following:

Non-Disparagement. Subject to Sections 5.G and 6.E, Executive agrees not to criticize, make any negative comments about or otherwise disparage UnitedHealth Group or those associated with it, whether orally, in writing or otherwise, directly or by implication, to any person or entity, including UnitedHealth Group customers or agents.

Section 5.E is deleted and replaced with the following:

Cooperation and Indemnification. Executive agrees to cooperate fully (i) with UnitedHealth Group in the investigation, prosecution or defense of any potential claims or concerns regarding UnitedHealth Group's business about which Executive has relevant knowledge, including by providing truthful information and testimony as reasonably requested by UnitedHealth Group, and (ii) with all government authorities on matters pertaining to any investigation, litigation or administrative proceeding concerning UnitedHealth Group. UnitedHealth Group will reimburse Executive for any reasonable travel and out-of-pocket expenses incurred by Executive in providing such cooperation. UnitedHealth Group will indemnify Executive, in accordance with applicable law, for all claims and other covered matters arising in connection with Executive's employment.

The following **Section 5.G** is added:

Defend Trade Secrets Act Disclosure. Executive acknowledges that, by this Agreement, UnitedHealth Group has provided Executive with written notice that, pursuant to the DTSA, 18 U.S.C. § 1833(b), an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to the individual's attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Moreover, if an individual files a lawsuit for retaliation for reporting a suspected violation of law, the individual may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret except under court order.

Section 6.E is deleted and replaced with the following:

Waivers; Other Rights. No party's failure to exercise, or delay in exercising, any right or remedy under this Agreement will be a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy. Nothing in this Agreement prohibits Executive from making disclosures that are protected under law or reporting violations of state or federal law or regulation to governmental agencies or entities.

Except as expressly set forth in this Amendment, the Employment Agreement remains in full force and effect according to its terms.

[*SIGNATURE PAGE FOLLOWS]*

United HealthCare Services, Inc.
By /s/ David Strauss
Its SVP Total Rewards, PS
Date January 24, 2025

Timothy Noel
/s/Timothy Noel

Date January 24, 2025

Exhibit 21.1

Significant Subsidiaries of the Company

Listed below are the significant subsidiaries (as defined in Rule 1-02(w) of Regulation S-X) of UnitedHealth Group Incorporated as of December 31, 2025. This list does not include Company subsidiaries that did not meet the conditions required to be deemed a significant subsidiary as of December 31, 2025.

Name of Entity	State of Jurisdiction or Domicile	Doing Business As
Collaborative Care Holdings, LLC	Delaware	
Optum, Inc.	Delaware	
OptumHealth Holdings, LLC	Delaware	
OptumRx Administrative Services, LLC	Texas	Alaska Business License #2143946
OptumRx Group Holdings, Inc.	Delaware	
OptumRx Holdings I, LLC	Delaware	
UHIC Holdings, Inc.	Delaware	OneNet PPO
United HealthCare Services, Inc.	Minnesota	AmeriChoice EverCare Health Professionals Review Healthmarc HealthPro Institute for Human Resources UHC Management Company UHC Management Company, Inc. United Health Care United HealthCare United HealthCare Corporation United HealthCare Management Company, Inc. United HealthCare Management Services United HealthCare Services of Minnesota United HealthCare Services of Minnesota, Inc. United Resource Networks United Resource Networks, Inc. UnitedHealthcare UnitedHealthcare Medicare Customer Service Center UnitedHealthcare MedicareStore
UnitedHealthcare Insurance Company	Connecticut	UnitedHealthcare Community Plan
UnitedHealthcare, Inc.	Delaware	

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-270279 on Form S-3, No. 333-105877 on Form S-4, Nos. 333-174437, 333-205826, 333-224254, 333-234018, 333-236349, 333-238854, 333-260604, 333-260606, 333-266949, 333-267716, 333-269920, 333-270278, 333-286317, 333-289609, and 333-291490 on Form S-8 and Post-Effective Amendment on Form S-8 to Registration Statement File No. 333-216153 on Form S-4 of our reports dated March 2, 2026, relating to the financial statements of UnitedHealth Group Incorporated and the effectiveness of UnitedHealth Group's internal control over financial reporting, appearing in this Annual Report on Form 10-K for the year ended December 31, 2025.

/S/ DELOITTE & TOUCHE LLP

Minneapolis, Minnesota
March 2, 2026

Exhibit 24.1

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christopher R. Zaetta, Kuai H. Leong and Faraz A. Choudhry, and each of them, his or her true and lawful attorneys-in-fact and agents, each acting alone, with full power of substitution and resubstitution, to sign, execute and file with the Securities and Exchange Commission (or any other governmental or regulatory authority), for us and in our names in the capacities indicated below, an Annual Report on Form 10-K for the year ended December 31, 2025 for UnitedHealth Group Incorporated, and any and all amendments thereto, with all exhibits and any and all documents required to be filed with respect thereto, granting unto said attorneys-in-fact and agents and each of them, full power and authority to do and to perform each and every act and thing necessary or desirable to be done in and about the premises in order to effectuate the same as fully to all intents and purposes as he or she might or could do if personally present, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned have executed this Power of Attorney as of the date set forth below.

/s/ Charles D. Baker	/s/ Michele J. Hooper
Charles D. Baker	Michele J. Hooper
Director	Director
Dated: March 2, 2026	Dated: March 2, 2026
/s/ Timothy P. Flynn	/s/ F. William McNabb III
Timothy P. Flynn	F. William McNabb III
Director	Director
Dated: March 2, 2026	Dated: March 2, 2026
/s/ Paul R. Garcia	/s/ Valerie C. Montgomery Rice, M.D.
Paul R. Garcia	Valerie C. Montgomery Rice, M.D.
Director	Director
Dated: March 2, 2026	Dated: March 2, 2026
/s/ Kristen L. Gil	/s/ John H. Noseworthy, M.D.
Kristen L. Gil	John H. Noseworthy, M.D.
Director	Director
Dated: March 2, 2026	Dated: March 2, 2026
/s/ Scott M. Gottlieb, M.D.	
Scott M. Gottlieb, M.D.	
Director	
Dated: March 2, 2026	

EXHIBIT 31.1

CERTIFICATIONS PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

Certification of Principal Executive Officer

I, Stephen Hemsley, certify that:

1. I have reviewed this report on Form 10-K of UnitedHealth Group Incorporated (the "registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

March 2, 2026

/s/ STEPHEN HEMSLEY

Stephen Hemsley
Chair and Chief Executive Officer

Certification of Principal Financial Officer

I, Wayne DeVeydt, certify that:

1. I have reviewed this report on Form 10-K of UnitedHealth Group Incorporated (the "registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

March 2, 2026

/s/ WAYNE DEVEYDT

Wayne DeVeydt
Chief Financial Officer

EXHIBIT 32.1

CERTIFICATIONS PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Certification of Principal Executive Officer

In connection with the report of UnitedHealth Group Incorporated (the "Company") on Form 10-K for the period ended December 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stephen Hemsley, certify pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

March 2, 2026

/s/ STEPHEN HEMSLEY

Stephen Hemsley
Chair and Chief Executive Officer

Certification of Principal Financial Officer

In connection with the report of UnitedHealth Group Incorporated (the "Company") on Form 10-K for the period ended December 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Wayne DeVeydt, certify pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

March 2, 2026

/s/ WAYNE DEVEYDT

Wayne DeVeydt
Chief Financial Officer