

HEALTH SAVINGS ACCOUNT CASH INVESTMENT SERVICE AGREEMENT

This Health Savings Account ("HSA") Cash Investment Service Agreement ("Agreement") between _____ ("Customer") and THE SECURITY NATIONAL BANK OF SIOUX CITY, IOWA ("Bank") is hereby dated as of the date of last signature below. The Customer's current retail HSA Account # at the Bank is _____.

The Bank provides a HSA Cash Investment Service to assist select customers in investing their excess HSA retail account funds as defined below. The Bank's HSA Cash Investment Service provides the Customer the opportunity on the third day of each month the Bank is open to effect specified transfers from their designated retail HSA account at the Bank to a Designated HSA Investment Account at the Bank pursuant to the following terms:

1. **TERMS.** In order to use the HSA Cash Investment Service, the Customer must have \$1,000 or more in their HSA retail account at the Bank, and must establish a "**Base Balance**" of \$1,000 or more. Customers may only transfer amounts from that part of the HSA retail account balance that exceeds the Base Balance, with such excess amounts above the Base Balance being referred to herein as the Customer's HSA retail "**Excess Transfer**" amount. The Customer will designate under this Agreement the specific Base Balance that the Customer wishes to maintain in their HSA retail account, while any amounts \$50 and above that Designated Base Balance will be transferred monthly to their HSA Investment Account at the Bank according to the following terms hereunder.
2. No Excess Transfer less than \$50 is allowed from the Customer's HSA Retail Account to the Customer's Designated HSA Investment Account at the Bank pursuant to this Agreement. Furthermore, the Customer's Designated Base Balance must be in increments of \$1,000 and no Designated Base Balance may be less than \$1,000. As an example of permissible \$1,000 increments for a Base Balance, a Customer may designate their Base Balance to be \$1,000, \$2,000, \$3,000, \$4,000, and on up etc., as long as the Customer's Designated Base Balance is set at least at \$1,000, or is set in an additional increments of \$1,000.
3. Once the Customer has set a Designated Base Balance, any amount \$50 and above the Designated Base Balance will transfer on the third (3rd) day of each month thereafter, hereinafter referred to as the "**Transfer Date**", unless the Transfer Date falls on a day when the bank is not open, including, but not limited to, Federal Reserve Bank holidays, Saturdays, or Sundays, when in such circumstances the Transfer Date shall instead be the first business day the Bank is open following the third (3rd) day of the month. Thus, such transfers pursuant to this Agreement will take place on a one time monthly basis as set forth herein. Any transfers from the Customer's HSA Investment Account at the Bank back to the Customer's HSA retail account will be governed by the terms for the HSA Investment Account which are set forth in the separate agreement governing the Bank HSA Investment Account.
4. **EXCESS TRANSFER OF FUNDS.** The Bank shall make Excess Transfers according to the instructions and designations provided below by

the Customer in accordance with this Agreement. (As an example, Customer designates his/her Base Balance to be \$2,000. Thereafter, any time the balance in the Customer's retail HSA account is \$2,050 or more as of the Transfer Date, the excess \$50 or more above the Base Balance of \$2,000 will automatically transfer on the Transfer Date from the Customer's retail HSA account to the Customer's Designated HSA Investment Account, and the Customer's HSA Retail Account Balance following the Transfer Date will be the Designated Base Balance, in this example \$2,000). In the event that Customer's designations or instructions are not in accordance with the terms of this Agreement, said transfer will not take place. (As an example, Customer designates his/her Base Balance to be \$2,000. As of the Transfer Date, the balance in the Customer's retail HSA account is only \$2,035. Because no transfers less than \$50 are allowed under this Agreement, Customer's \$35 excess above their Designated Base Balance of \$2,000 will not transfer on the Transfer Date and the Customer's retail HSA Balance will remain at \$2,035 after the Transfer Date. No transfer will take place pursuant to this Agreement until Customer's retail HSA account balance is \$50 or above their Designated Base Balance).

Please Designate the Base Balance dollar (\$) amount (in increments of \$1,000 or more) you want for your HSA Retail Account Balance. Transfers pursuant to this Agreement will not reduce your HSA Retail Account Balance below the amount you list here.

\$ _____ (Please initial here)
Designated Base Balance

Please indicate your social security number below which will be tied to the HSA Investment Account at the Bank.

_____ (Please initial here)
(Your social security #)

5. **CHANGE OF DESIGNATED BASE BALANCE.** In order for Customer to change their Designated Base Balance, the Customer must notify the Bank in writing by the 25th day of the month preceding the next Transfer Date and the Bank will be governed by the Designated Base Balance in effect on 5pm of the 25th day of the month preceding the Transfer Date.
6. **TERMINATION.** This Agreement shall become effective as of the date of last signature by both the Bank and the Customer and shall continue in effect until terminated. This Agreement may be terminated by the Bank or the Customer at any time in writing. Such termination by the Customer must be received by the Bank by the 25TH day of the month preceding the next Transfer Date in order for the termination to be effective as of said Transfer Date. It is, however, expressly understood that no such termination shall effect or impair any of the agreements, rights or obligations hereunder of either of the Customer or the Bank with respect to any transactions processed by the Bank prior to the applicable date of termination under this Agreement.

7. **LIABILITY.** The Bank shall not be liable to the Customer for any action taken in accordance with this Agreement. In no event shall the Bank be liable, directly or indirectly, for any i.) damages or expenses rising out of the services provided hereunder, other than damage that results from the gross negligence of the Bank; nor shall the Bank be liable for ii.) general, special or consequential damages, even if the Bank has been advised of such damages.
8. **INDEMNIFICATION.** The Customer shall indemnify the Bank and hold it harmless for and from all claims, losses, liabilities and expenses, including, without limitation, legal fees and expenses arising from any claim of any party, resulting from actions taken by the Bank in accordance with the provisions of this Agreement.
9. **NO LIMITATION.** Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall be deemed to limit any right, power or authority that the Bank or the Customer may have under any other agreement between them or under applicable law.
10. **MISCELLANEOUS.**

(a) **Waiver.** Any delay or failure of either party hereto at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party to require performance of that or any other provision of this Agreement and shall not be construed as a waiver of any subsequent breach of any provision, a waiver of this provision itself or a waiver of any other right under this Agreement.

(b) **Notice.** Any notice herein required or permitted to be given may be given, except as otherwise provided by this Agreement in writing by depositing the same in the United States mail, postage prepaid addressed to the Customer at the addresses set forth beneath its signature below and to the Bank as follows:

The Security National Bank
of Sioux City, Iowa
Attn: Employee Benefits Assistant
601 Pierce Street
Sioux City, IA 51101
Email: trusteb@snbonline.com

or such other address, including email address, as the party to be so addressed may designate in writing. Notice shall be deemed to have been given as of the date of receipt indicated by any proof of receipt.

(c) **Severability.** If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, they are, to that extent, to be deemed omitted.

(d) Integration. This Agreement constitutes the entire agreement between the Bank and the Customer relating to the subject matter hereof, and supersede all proposals oral or written and all other communications oral or written between the parties relating to the subject matter of this Agreement, and may not be modified, except in writing, signed by the party against whom the modification is to be enforced.

(e) Governing Law. This Agreement shall be governed by the internal laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the last date written below.

Dated: _____ By: _____
(CUSTOMER NAME)

(CUSTOMER ADDRESS)

(CUSTOMER E-MAIL ADDRESS)

**THE SECURITY NATIONAL BANK
OF SIOUX CITY, IOWA**

Dated: _____ By: _____