

Personal
Account Agreement ❖



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This is an agreement

Welcome to Bremer Bank and thank you for opening an account with us. This booklet provides the general rules that apply to deposit accounts you have with Bremer Bank. Additional rules will be provided in:

- disclosures we give you when you open your account (for example our Consumer Pricing Information brochure)
- your periodic statements
- applicable user guides
- our Privacy Pledge brochure
- **notices we provide to you by any appropriate means such as direct mail, notices on or with your statement, or email messages for customers who receive statements electronically.**

These things, together, are an agreement between you and Bremer Bank.

Please read this booklet carefully. This booklet is revised periodically, so it may include changes from earlier revisions.

By signing a signature card, opening or continuing to hold an account with us, **you agree to the most recent version of this Agreement**, which is available to you at your local Bremer Bank, at Bremer.com, or by calling us at 1-800-908-BANK (2265).

If any terms of your signature card are inconsistent with the terms of this Agreement, the terms of this Agreement will control.

If you have any questions, please call us at 1-800-908-BANK (2265).

Agreement for personal accounts

Your Bremer Bank account is now open and ready to use. This Agreement is subject to applicable federal laws and the laws of the state applicable to your Bremer Bank (except to the extent that this Agreement can and does vary such rules or laws). If there is a conflict between this Agreement and something said by one of our employees, we will follow the Agreement. You agree to this method of settling any differences. In this Agreement, “we,” “us,” “our,” and “ours” mean Bremer Bank, and “you,” “your,” and “yours” mean the account holder(s) who signed the signature card and anyone else authorized by the account holder(s) to act on his/her/their behalf.

Identification notice (USA PATRIOT Act)

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We will also ask to see other identifying documents like a driver’s license or documents showing your existence as a legal entity.

Existing customers: Even if you have been a customer of ours for many years, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past.

Credit reports

By requesting to open, or continuing to hold, an account with us, you authorize us to obtain a copy of your credit report from a consumer reporting agency and to contact QualiFile or similar company or do a public-records search to help us validate your identity, qualify you for your account and determine your eligibility for our other products.

Individual accounts

An account holder of an individual account has the power to perform all the transactions available to the account. For example, an account holder can:

- make withdrawals by whatever means are available for the account
- make deposits by whatever means are allowed for the account
- obtain and release information about the account
- sign or authenticate any document in connection with the account

An account holder can give rights to others to access the account (for example, any account holder could grant a power of attorney to have access to the account). The following persons will have access to your account:

- Any person listed on a signature card as being authorized to make withdrawals or transfers, by check or otherwise, from your account.
- Any person that you authorize to make withdrawals or transfers from the account by whatever means the account allows (for example, pre-authorized withdrawals, wire transfers, ATM card or debit card transactions).
- Any person to whom you make your checkbook or your checking account number available for purposes of transacting business on the account. We discourage this type of “authorization” because it is possible that we will detect such transactions and treat them as unauthorized. If you give authority to someone else without following our procedures, we are not responsible whether we honor the transactions or dishonor them.

If you choose to designate an authorized signer on your individual account you must do so on a signature card. If you name an authorized signer:

- We may require that you use forms we approve and require you to sign the form to be effective.
- An authorized signer may make deposits to and withdrawals from your account as well as obtain current available balance information.
- You understand and agree that we have no duty or responsibility to monitor the acts of your authorized signer or ensure that the acts of your authorized signer are for your benefit.
- You agree not to hold us responsible for any loss or damage you incur as a result of us following instructions given to us by your authorized signer.
- You are responsible to us for any actions of your authorized signer.
- The authority of the authorized signer will end if you die and when we receive notice of your death.
- The authority of the authorized signer will end if you notify us in writing to remove the authorized signer and after we have had a reasonable opportunity to act on it.
- An authorized signer cannot direct maintenance on an account. For example, an authorized signer cannot change the address to which statements are made.

Joint accounts

If this is a joint account, any or all of the account holders can make deposits or withdrawals. To make withdrawals though, an account holder must have his or her signature on file with us. If only one account holder has signed a signature card, we will treat the account as an individual account. When we do business involving a joint account, we can act on the instructions of any one or more of the account holders. We will continue to follow these instructions until we receive written notice to change them. Any transactions that occur before we receive written notice of a change of instructions will be binding on all account holders. We have the right to endorse any checks, drafts or other orders for the payment of money made out to any of the joint account holders. Once endorsed, we can deposit them into the joint account. Any account holder can endorse a check, draft or other payment order made out to any other account holder or holders for deposit into the joint account. You agree that we can pay any money in this account to any one or more of the account holders. This payment can be made on the orders or instructions of any of the account holders, whether or not the other account holders are alive at the time of the payment. If we make a payment following these rules, you release

us from liability. You agree that it is your intention to create a joint tenancy with the right of survivorship. This means that if one or more of the account holders dies, his or her interest in the account passes to the remaining account holders. Certain retirement benefits, such as Social Security, do not pass to the surviving account holders. Social Security payments made into your account after the beneficiary dies may not be withdrawn. If one or more of the account holders owe us money that's due, we can use funds in the joint account to pay the debt. Once a joint account is opened, one account holder cannot remove another from the account. The account must be closed and a new one opened. **An authorized signer cannot be added to a joint account.**

Pay-on-death account

If two or more individuals create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless all persons creating the account die and the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. Any of the persons creating a pay-on-death account may change beneficiaries and withdraw all or part of the account funds at any time.

Minor accounts

Uniform Transfers to Minors Act (UTMA)

This account may be opened in accordance with the Uniform Transfers to Minors Act as enacted in the state in which our office holding the account is located. Only the custodian is authorized to instruct us regarding the account. The account terminates and the proceeds are issued to the minor when he or she reaches the age of 21.

"A minor by" as an ownership option

One or more adults (each an "Adult") may open an account in the name of a minor as allowed by us or applicable state law. Beneficial ownership of the funds deposited into the account vests exclusively in the minor. Control of the account is exclusively vested in the Adult throughout the period of minority. If there is more than one Adult, each may act independently. We do not have to inquire about or investigate the application of the funds. Upon the minor reaching the age of 18, we may act on the instructions of either the minor or the Adult. If the Adult (or the last of them to survive) dies before the minor becomes an adult, we may transfer control of the funds to a person appointed as custodian for the minor in accordance with applicable law. If the minor dies before becoming an adult, we may treat the funds as an asset of the minor's estate.

Court-ordered deposit account for a minor

This account is opened pursuant to court order. The account will terminate once the minor reaches the age of 18. Funds cannot be disbursed without a court order. The minor, parent or guardian may petition the court for release of the funds after the minor's eighteenth birthday.

Power of attorney

You may wish to appoint an attorney-in-fact to conduct transactions on your behalf. However, we have no duty or agreement whatsoever to monitor or ensure that the acts of the attorney-in-fact are for your benefit. You may do this by having your attorney-in-fact sign in that capacity on the signature card or by separate form, such as a power of attorney. If you give someone a power of attorney, the attorney-in-fact must bring the original power of attorney with him or her if they are transacting business for you at the bank. When an attorney-in-fact requests account information over the phone, we must have prior knowledge that they are the attorney-in-fact for the client and we must be able to authenticate the identity of the attorney-in-fact; this is done by correctly answering questions about themselves or the account. A power of attorney continues until your death or, in some cases, upon declaration of your incompetency, or the death of the attorney-in-fact. We may continue to honor the transactions of the attorney-in-fact until:

- (1) we have received written notice or have actual knowledge of the termination of the authority or the death of an account holder, and
- (2) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by your attorney-in-fact.

Disputes of conflicting demand

If there is a dispute over any person's authority to give us instructions concerning the account, we may require the signatures of all authorized signers on any checks and other instructions. We may also refuse to permit withdrawals from the account until we receive evidence satisfactory to us that the dispute over any person's authority to give us instructions has been resolved. If we do so, we may return checks presented for payment. However, we may, without liability to us, continue to honor checks and other instructions given to us by the individuals who appear as authorized signers according to our records. You agree that we will incur no liability to you for any delay or refusal to honor checks or other orders arising out of a dispute over ownership or control of your account.

Making deposits to and withdrawing money from your account

Money can be withdrawn from and deposited into your account in different ways:

- You can write a check, use your Bremer Debit Card or use our online banking services.
- You can arrange for us to make a specific payment from your account each month for a special purpose. For example, you can do this for insurance or mortgage payments or for deposits to another account. This service is free, but you must arrange for it in advance.
- If you have a Bremer Debit Card or an ATM card, you can use it to withdraw funds from your account at an ATM equipped to dispense cash. You may also use your Bremer Debit Card for point-of-sale transactions from participating merchants.
- You can deposit any amount into your account. You can make your deposits in person or by mail. We ask you to use our deposit slips. If you have a Bremer Debit Card or an ATM card, you can also deposit checks through an ATM equipped to accept Bremer deposits.
- You can get a receipt at the time you make any transfer to or from your account using an ATM or point-of-sale terminal if the dollar amount is more than \$15.

Processing checks

Because so many checks are presented to us for payment, we must use automated check processing procedures. This means that we do not review every signature, endorsement or date on every check. We choose some checks for review based on certain factors that change from time-to-time or a statistical sample. You agree that automated processing of your checks is reasonable and that you have responsibility for preventing and reporting forgeries, alterations and other unauthorized uses of your checks or accounts. Because of technological advances, some types of check fraud have become more difficult to detect. Consequently, to protect you, we may return checks for large amounts which are presented for payment against your account if we are unable to contact you or take other steps to determine with reasonable certainty that you have authorized these checks.

You also agree that we may pay or certify your checks and other items in any order we choose. We may establish different priorities and categories for processing. We may change these priorities, categories and orders at any time without notice to you. When there are not sufficient available funds in an account to cover all of the checks and other items presented on a given day, some of the priorities, categories and orders may result in more non-sufficient funds fees than others.

Payment of checks

You must fill in an amount (in words and numbers) correctly and clearly, and sign your name on checks you write. You should fill in the date and name a payee on your checks. If you don't name a payee, anyone can cash the check. If you fail to follow these rules, we may refuse to honor your checks.

We will charge your account for a check on the day the check is presented to us for payment by any legal means, including electronic, or earlier if we receive notice that a check drawn on your account will be presented for payment. This will affect your available balance, determined as of the time we receive the check or notice, and our determination of whether you have sufficient funds in your account to pay the check.

When a check you write is presented to us by another bank for payment, we will generally accept the endorsements on the check, because if an endorsement is missing or forged, we have rights against the other bank that protect us.

We may require anyone who presents a check for payment in person (other than an account holder presenting a check on his or her own account) to:

- pay a fee to cash the check if we require it
- give a finger or thumbprint, and identification, as a condition of cashing a check

If the presenter of the check refuses to comply with these requirements, or complies but later asserts that these requirements infringed on their legal rights, you understand and agree that imposing these requirements will not be considered a "wrongful dishonor" of your checks.

We may refuse to pay checks or other withdrawal requests (including debit card transactions) on your account as permitted by law and this Agreement, including the following:

- The payment requires deposited funds that are not yet available for withdrawal.
- We have received a court order or other legal process such as a levy, execution or restraining notice prohibiting the withdrawal.
- We have received notice of a bona fide dispute relating to the account, unless a court has ordered us to permit the withdrawal.
- We suspect fraud or irregularity.
- Someone who is authorized to act for you directs us not to make payment.

- Any signature on the check or other withdrawal request does not compare favorably with the specimen signature on our records for the account.
- The check or withdrawal request has not been presented with any or all of the required signatures.
- An equipment problem prevents us from determining the available funds.
- Any document (such as checks or withdrawal request forms supplied by us) or identification we or the law requires in connection with the withdrawal has not been presented to us.

Lost or stolen checks

You will safeguard your blank checks, canceled checks and other documents that contain your account number and take reasonable steps to prevent their unauthorized use. You should not keep blank checks with bank statements and paid checks because this gives a wrongdoer samples of authorized signatures and average balance information. You agree to accept responsibility for any failure to safeguard your blank checks and agree to NOTIFY US IMMEDIATELY AT 1-800-908-BANK (2265) if one or more of your checks are lost or stolen. We may require you to accept a new account number if one or more of your checks are lost or stolen. If we do so, checks you have written which have not yet been paid may be returned "Account Closed" or "Refer to Maker." You are responsible for issuing replacement checks.

Checks – post-dated and stale

Post-dated checks. We are not responsible to you if we pay a check before its date, even if we have notice that it is post-dated. If we, at our option, refuse to pay a check because it is presented before its date, you will have to pay the fee we charge for insufficient funds.

Stale-dated checks. A "stale-dated" check is one that is brought to us for payment more than six months after its date. We may pay, or refuse to pay, a check brought to us ("presented") more than six months after its date. If you want to be sure that we do not pay a stale-dated check, you must place a stop payment order on the check. (See our *Stopping payment on a check* section.)

Checks – legends

We are not required to honor any legends or memos you put on your checks, even if we are aware of them, unless we have agreed in writing to the restriction. By a "legend" or "memo" we mean a message, such as "not valid for more than \$50," "do not pay more than ten days after date," or "requires two signatures." Specifically, a requirement of two or more signatures will not be honored by us.

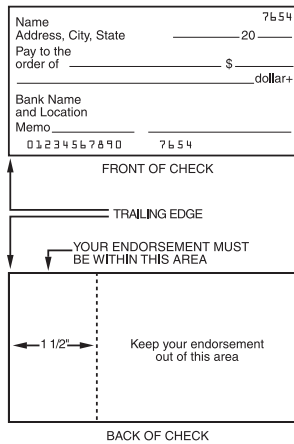
Endorsement standards

The payee of a check (the person to whom a check is payable) must sign (endorse) the check on the back in the space shown in the picture below. If a check is transferred to someone else before it gets deposited or cashed, anyone else who holds the check may also be required to endorse the check. Every bank that handles a check on its way to the bank that is asked to pay it also has to identify itself on the back of the check. The space for those banks is below the space shown for the payee and other “holders.”

When you endorse a check, you must:

- clearly sign your name
- use black or dark blue ink if possible
- never use a faint color, like red, pink or any pastel, or a gel ink (these do not copy well)
- sign near the top of the space provided, or just below any other signature in that space
- stay out of the area below the space for endorsers; most check forms have a line separating the endorsement area
- keep any stamp within the area set aside for handwritten signatures

Here is a picture that shows you the correct endorsement area.



Why is this important? If your endorsement of a check, or the endorsement of someone from whom you took the check, either:

- causes a delay in a necessary notice to someone else, or
- prevents someone from being identified quickly enough (and therefore cannot get notice or cannot get it in time) you will be responsible for the check and the loss that occurs because it is not paid. It will then be up to you to try and recover from someone else who might be liable.

Endorsement: If you make a deposit into an account and you fail to endorse the item, we can accept the deposit for you and you will be liable for the item as if you endorsed it yourself.

You agree that if you want to deposit a check endorsed to you by the payee of the check, we may refuse to accept that check if we cannot verify to our satisfaction that all endorsements on the check are genuine.

We can refuse to accept any item for deposit for any reason, or no reason whatsoever, or impose conditions on a deposit as we think appropriate. For example, we can treat a deposit as an “inquiry” or take an item for “collection” instead of deposit.

Facsimile signatures

If you use any form of a facsimile signature, including rubber stamp, printed signature, electronic or machine-generated signature, and/or facsimile transmission signature, you agree to assume full responsibility for items signed with a facsimile that we pay, if the facsimile resembles the specimen facsimile signature you provided to us. This means that we are not responsible for any misuse of a facsimile signature. You agree to indemnify and hold us harmless from any and all losses, claims, damages, liability, costs and expenses arising directly or indirectly out of the misuse, unlawful or unauthorized use of a facsimile signature by any person.

Purchasing checks from unauthorized vendors

If you purchase checks to use for your account from a company other than a vendor we have authorized, we may charge you a fee for processing those checks and/or refuse to pay those checks if the equipment we use is unable to read or process them properly. You will be solely responsible for any costs and losses resulting from using such checks including our refusal to pay such checks.

Returned deposits and cashed items

When you make a non-cash deposit to your account, we give you credit for that deposit, but that credit is provisional (temporary). If the deposit needs to be collected from another financial institution, we must be paid before the credit becomes final. After a credit is final it may still be reversed. See also the section titled *Funds availability policy*. All deposit receipts are issued subject to our count and verification of the items deposited.

Foreign currency: If you make a deposit in the form of, or payable in a foreign currency, that deposit has to be converted (exchanged) into U.S. dollars. That takes time, there may be expenses, and your final credit will be adjusted to reflect the final exchange rate less any fees imposed by the entity that makes the conversion.

Deposits by mail: If you make a deposit by mail, we have to receive it and have time to record it before it becomes effective. (See our *Funds availability policy* section.)

Other sections: While many other sections of this booklet relate to these issues, these sections are particularly appropriate:

- Funds availability policy
- If you owe us money (set-off)

Insufficient funds and overdrafts

“Insufficient funds” means you don’t have enough money in your account available to pay the withdrawals you are attempting from that account.

An insufficient funds “item” may include the following:

- check
- pre-authorized withdrawal
- Internet bill payment
- ATM cash withdrawal
- ATM/debit card purchase
- Internet banking transfer
- telephone transfer
- other attempt to get money from your account by any means permitted that we refuse to permit because it is for more money than you have available in your account at that time

“Overdraft” means a transaction has caused the available balance on an account to become a negative number. An overdraft occurs if you take more money out of your account than is available to you for withdrawal, or if it is available to you but is later reversed. This can happen, for example:

- by writing a check without enough money in a checking account to pay the check, and we decide to cash it
- by making a withdrawal from your account that exceeds your available balance
- by making a deposit, withdrawing money based on that deposit, and having that deposit reversed because the deposited item is later reversed
- by withdrawing money from your account and not having enough money left to pay the charges you incur

- when money is deposited into your account by mistake, and you withdraw money based on that deposit and the deposit is reversed. We list the charges that you may incur on your account in separate pricing information brochures or agreements for your account.

If you receive benefit payments, including but not limited to, Social Security, veteran’s benefits, medical assistance, and pension payments which are deposited to your account, you authorize us to use such benefit payments to cover previous overdrafts and unpaid fees, if any.

Our options: When an item of yours overdraws an account, we can either pay or refuse to pay the item.

If we receive a batch of such items in a day (checks typically arrive in batches), and if one, some or all of them would overdraw the account if paid, we can pay or refuse to pay them, in any order, or no order. For example, if one large check and six small checks are offered to us for payment, and the one large check would empty the account, we can:

- pay the one large check and refuse to pay the six small checks
- pay the small checks and refuse to pay the large check
- pay all of them, creating an overdraft
- pay some and reject others

We have all these options each time you might overdraw an account. What we do one time does not make that a rule you can rely on for the future.

In addition, we can deactivate the debit card associated with your overdrawn account. Thereafter we can decline to reinstate your privilege to use the debit card even when the account has a positive balance.

Our fees: We charge an insufficient-funds fee for each withdrawal item that we do not pay that exceeds your available balance on a given day. An overdraft fee is assessed for each item we do pay that causes the available balance to become negative or occurs while the available balance is negative on the checking account.

Your responsibilities: When we give you notice of an overdraft, you will pay us the amount of the overdraft. If your account is a joint account, each of you agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account and whether you signed the item or benefited from the charge or overdraft. This liability for an overdraft is due immediately, and can be deducted directly from the account

balance whenever sufficient funds are available. You have no right to defer payment of this liability.

This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorney's fees.

Stopping payment on a check

Stop payments

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts drawn on your account. Rules for stopping payment on other types of transfers of funds, such as consumer electronic funds transfers, are covered elsewhere in the *Consumer electronic check re-presentation* section.

Here is what you must do to stop a payment:

Electronic funds transfers

You can stop payment of a periodic payment you have previously arranged. You can do so by telephone. You must call 1-800-908-BANK (2265) on a business day, at least three business days before your payment is scheduled. When you stop one of such payments, you stop all subsequent payments. If you want to restart them, you will have to rearrange with the payee for the service. All other forms of electronic funds transfers, such as online payments, ATM transactions, POS transfers or telephone transfers cannot be stopped.

Checks and drafts

If you want to stop payment of a check, you must stop by a Bremer Bank location or call 1-800-908-BANK (2265). Writing to us will take too much time and we will not have time to act on your request before the check is paid. We will need the following information:

- the account number the check is written on
- the check number
- the dollar amount
- the date you wrote on the check
- the name of the person you wanted to pay

This information must be exact and correct. If not, we will not be responsible for paying the item.

Who can stop a payment and for how long?

- Any account holder can stop payment of any check on the account whether that account holder wrote the check or not (and assuming the item can still be stopped).

- A stop payment order is effective for six months. You must renew it every six months or the item will probably get paid. We will not notify you when the six months is up.
- You must provide us with your stop payment order prior to the check being posted to your account or presented for payment. An item is considered presented when it is posted, memo posted or the bank has paid the item in cash.
- Once you have directed us to place a stop payment order, you cannot release that stop payment.

Effect of a stop payment

When you stop payment of a check, you may still owe the money for whatever you wrote the check for, and the payee may still have the right to collect on the check or the reason for it. If we have to defend ourselves for letting you stop payment on a check, you have to protect us by paying our expenses, including our reasonable attorney's fees.

What if we don't stop payment?

We cannot stop payment of a check that has already been paid. This includes an E-Check, which is a transaction that starts as a paper check that you give to a merchant. The merchant converts the check, using the information on the paper, to send an electronic message to a bank to immediately take the money from your account. You cannot stop payment of an E-Check transaction because the funds have already been paid.

If you ask us to stop payment of a check and we pay it anyway, we gain whatever rights the payee has against you. This means, if the check should have been paid, or the payee has the right to collect from you anyway, we can collect from you. Therefore, if we pay an item that should have been stopped, before we re-credit your account, you will have to prove to us that by our payment you have suffered a loss and the cause is our failure to stop the payment.

What kinds of checks does this NOT apply to?

This section does not apply to items not drawn on your account, such as teller's checks, official (cashier's) checks and accepted checks (e.g., certified checks). We have no responsibility to honor your request to stop payment of items not drawn on your account. If we agree to stop payment on these items, we may require you to provide us with additional security (for example, a bond or collateral) and you agree to indemnify us for any damages and costs we incur as a result of stopping payment of such items.

Stop payment fees

To stop a payment, you must pay our stop payment fee, the amount of which is disclosed in the Personal Account Fee Schedule.

Consumer electronic check re-presentation

If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the depositor of the check or the depositor's bank may resend ("re-present") the check to us electronically. That is, the depositor or the depositor's bank may send us an electronic instruction ("electronic re-presented check") to charge your account in the amount of the check.

Our handling of electronic re-presented checks.

If we receive an electronic re-presented check from the depositor or the depositor's bank, we will pay or return the electronic re-presented check as if the original paper check were being re-presented to us. The section titled *Electronic funds transfers* will not apply to any electronic re-presented check.

Ineligible or unauthorized electronic re-presented checks. For an electronic re-presented check to be charged to your account, all of the following must be true:

- The electronic re-presented check must relate to a paper check drawn on a personal account that we returned unpaid because of insufficient or uncollected funds.
- The paper check must not have contained an unauthorized signature or an alteration and must not have been a counterfeit.
- You must not have placed a stop payment on the paper check after we returned it unpaid but before it was collected electronically.
- The paper check must have been less than \$2,500 in amount.
- The paper check must have been dated 180 days or less before the date on which the electronic re-presented check is sent to us.
- The electronic re-presented check must be for the face amount of the paper check only and may not include any collection fee charged by the depositor, the depositor's bank or a collection agency.
- The payee of the paper check must have given you notice that, if we returned the paper check unpaid because of insufficient or uncollected funds, the paper check could be collected electronically.
- The electronic re-presented check must have been sent to us no more than twice after the first time we returned the paper check, or no more than once after the second time we returned the paper check.

You may have the right to reverse any ineligible or unauthorized electronic re-presented check that we charged to your account. If you want to reverse an electronic re-presented check because you placed a stop payment on the paper check to which the electronic re-presented check relates after we returned the paper check unpaid but before it was collected electronically, you must notify us within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. If you want to reverse an electronic re-presented check for any other reason, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive your notice or affidavit within the 15-day period, we will re-credit your account with the amount of the charge.

Stop payment. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in the rules for stopping payment of checks, not the procedures contained in the rules for stopping payment on electronic loan or bill payments.

Check 21

Check processing will be faster as banks begin to process checks "electronically." We are required by law to provide the notice in the following section (*Substitute checks and your rights*), which explains the differences between your original check (that may not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available.

Substitute checks and your rights

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use the substitute check as proof of payment just like the original check. Some or all of the checks that we return to you may be substitute checks. This notice describes the rights you have when you receive substitute checks from us. The rights in this notice do not apply to

original checks, photocopies of original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft or NSF fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest, if your account earns interest) within ten business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call the Bremer Phone Bank at 1-800-908-BANK (2265) or write us at Bremer Phone Bank, Bremer Service Center, 8555 Eagle Point Boulevard, Lake Elmo, Minnesota 55042.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later.

Your claim must include:

1. a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect)
2. an estimate of the amount of your loss

3. an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss
4. a copy of the substitute check or identifying information such as the check number and the name of the person to whom you wrote the check

Copies of documents

We do not typically keep the original paper documents (like deposit slips) associated with your account for a long time. We make copies of most of the documents that we receive and destroy the paper originals. Microfilm is one type of media that is used, but as technology changes, there are and will be other copying techniques. You agree that such copies will be sufficient for all purposes. See the section titled *Check 21*. To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must:

- write clearly
- use black or dark blue ink in the date, pay to, amount and signature fields
- use only the space provided for your part of a transaction (See the section on *Endorsement standards*.)

You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check, whether due to your failure to follow these guidelines or otherwise.

Statements and notices

Statements. We will periodically make available to you a statement of your checking or savings account showing the transactions that occurred in the period covered by the statement. If you elect to not receive or review your statement, you are still responsible for having access to the information provided in the statement and complying with this section.

Your address. You must give us your correct address, and if you move or change your address, you must keep us advised. You are responsible for messages and statements we send to the most recent address you have given us.

Email notices. If you agree to accept mail electronically, you must give us your accurate email address and keep us up-to-date with any changes to your address. You are responsible for keeping your email functioning properly or advising us if it does not work so we can make substitute arrangements.

Multiple account holders. Periodic statements and notices that we make available to one account holder will be the same as providing statements and notices to all account holders of the account.

Your duty to examine your statement. As used in this section, the term “problem” means any error, alteration, counterfeit check or unauthorized transaction (including, but not limited to, forged or missing signatures and excluding consumer electronic banking transactions) related to your account. Because you are in the best position to discover any problem, you agree to promptly examine your statement and report to us any problem on or related to your statement. You agree that we will not be responsible for any problem that:

- you do not report to us in writing within a reasonable time not to exceed 30 calendar days after we mail the statement (or make the statement available) to you
- results from a forgery or counterfeit of your facsimile or other mechanical signature device
- is otherwise provided for by law or regulation

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit of forgery on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

For problems involving a consumer electronic banking transaction, please refer to the *Electronic funds transfers – your rights and responsibilities* section of this brochure.

These time periods for you to examine your statement and report problems to us are without regard to our level of care or the commercial reasonableness of our practices, and without regard to whether canceled checks are supplied to you.

Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

Return of canceled checks

We currently offer two checking account plans with respect to the return of canceled checks:

1. paid checks that are not returned — your statement will show the check number, the amount and the date it is paid; and
2. paid checks that are not returned — your statement will include a reduced image of the front of the check in addition to the number, amount and date the check is paid as part of the statement (See the *Check 21* section; the images sent with your statement are not substitute checks themselves, but some may be images of substitute checks.)

We encourage you to take option 1 above. Our fee structures vary depending on your option and are disclosed in the Fee Schedule which was separately provided to you.

If you take option 1 or 2, and you have need for a specific paper check, we can provide a copy to you upon your request.

Facsimile instructions and answering machines

We are not required to act upon instructions you give us via facsimile transmission, leave by voice mail or on a telephone answering machine. We will accept a faxed signature card for opening a new account provided that the funds used for opening the account come from an existing account you already have with us, or are transmitted to us directly from another financial institution where you have an account. However, the original executed signature card must be received by us within five (5) business days.

Legal proceedings

If your account becomes involved in legal proceedings, your use of it may be restricted. We must comply with any notice of attachment, execution, garnishment, tax levy, injunction, restraining order, subpoena, warrant or other legal process we, in good faith, believe

to be valid and applies to your account. We may charge you for handling such legal process, even if the legal process is later released. We may charge you our normal rates for research and copies if we are not able to charge the party serving the legal process. Funds we do not make available to you in response to legal process may not earn interest.

Service charges

We have the right to charge the account in the amounts and for the services listed in the Personal Account Fee Schedule and other account information, which was separately provided to you. This includes whenever:

- we are served with legal papers in connection with a judgment, tax lien or other legal order resulting from legal proceedings in which you are involved
- you make a withdrawal against uncollected or insufficient funds
- an item previously credited to the account is returned to us for any reason

We have the right to increase or decrease the amount of any service charge (unless otherwise prohibited by law) by changing our fee schedule. The current copy of our Personal Account Fee Schedule is always available at your Bremer Bank location.

Attorney's fees, losses and expenses

To the extent permitted by applicable law, you agree to pay all losses, costs and expenses (including, without limitation, attorney's fees) incurred by us relating to your account as a result of:

- your failure to comply with this Agreement
- a dispute among the account holders, beneficiaries, heirs or others claiming an interest to all or part of this account
- any legal proceedings involving your account, including any third-party claim, notice or legal action whether or not such claim is legally enforceable
- any governmental or administrative investigation
- any action taken by us to resolve or comply with such dispute, claim or investigation or to protect our interest

Telephone recording

At our sole discretion, we may, but are not required to, make and retain recordings of any telephone conversations between you and us. Any such recordings that have been made and retained by us shall be admissible in a court of law or arbitration proceeding.

If you owe us money (set-off)

If you owe us money and it is due, we can use the money from any account you have with us to pay the debt. We can exercise this right of set-off at any time and for any reason as allowed by law.

For example, we can exercise this right if you die, file for bankruptcy, or we believe, in good faith, that you are not able or willing to pay us the money you owe us.

Closing your account

This section does not apply to an active time-deposit account. If you intend to close your account with us, you should tell us. Simply transferring all the money in your account and reducing your account balance to \$0.00 is insufficient notice and may result in additional fees charged to your account.

If you close your account:

- You are still responsible for transactions you arranged for, including those that arrive after the account is closed.
- You should pay special attention to pre-authorized electronic deposits to your account and payments from that account. You should reroute the deposits to another account and make other arrangements for the payments with us and the other institutions involved.
- You should not close your account until all the transactions you arranged for have been cleared.

We can close your account:

We can close your account for any reason or for no reason at all. If we close your account, we will send you notice within ten days after closing and, within thirty days after closing, we will send the collected account balance to you at your last known address as reflected in our account records (after withholding a sufficient sum to cover any outstanding items and likely fees). If we withheld any money for such contingencies, we will refund that to you after we are satisfied that no further withholding is necessary.

Change in terms

We can change the terms of this Agreement at any time. If the change restricts, limits or reduces your rights under this Agreement, we will give you notice by mail sent to the address in our records. By using your account after the changes become effective, you are agreeing to the changes. If the account is a joint account, notice to one of you is notice to all of you.

Telephone transfers

If you have more than one account with us, including an open-end loan account, you can transfer funds between your accounts by telephone. You will need to have a PIN number, and enter your account numbers and other qualifications, but if you meet them:

- You can transfer funds between your accounts by calling our telephone transfer service.
- Transfers may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing or by other means.

A transfer made by telephone is not immediately completed. It may take as long as one business day to do the bookkeeping, verify the transaction and make the transfer.

Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of “preauthorized transfers” during the month). Other account transfer restrictions may be described elsewhere.

Telechecks

If you voluntarily give information about your account (account number and routing number) to someone trying to sell you goods or services, and you do not give the seller a check, any charge to your account instituted by the seller to whom you gave the information will be deemed to be authorized.

Our right to require notice of withdrawal

We reserve the right to require you to give us seven (7) days written notice of your intention to make a withdrawal from an interest-bearing account other than a time-deposit, or from any other savings account as defined by Regulation D.

Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. (See notice of penalty for early withdrawal provided to you in the Truth in Savings Disclosure.) Nevertheless, we may allow you to make withdrawals without such notice, and by so doing we do not give up our right to require such notice for future withdrawals.

You cannot transfer an account

You may not transfer or assign your account.

Inactive accounts

We may charge you a fee on an inactive account to recover the costs incurred as a result of the payment or delivery of abandoned property to the applicable state abandoned property administrator.

Severability

If a court decides that any term in this Agreement is void or invalid, the rest of the Agreement will remain in full force and effective.

Bank’s waiver

Nothing we do or delay in doing will amount to a waiver of any of our rights under this Agreement unless we so stated in writing with an authorized signature. We may waive any of our rights under this Agreement in any specific instance, but any such waiver shall apply to such instance only. Our failure to demand our rights on any one occasion will not result in a waiver of any of our rights on any other occasion.

Change of address

You will promptly notify us in writing of any change of address. In the absence of such notice, mail addressed to you at the address shown on our records will be deemed properly addressed and delivered and shall be effective whether or not received by you.

Death or incompetence

If an account holder or authorized signer dies or becomes incapacitated, you must notify us in writing immediately.

Funds availability policy

This policy statement applies to “transaction” accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common type of transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your check deposits available to you on the first business day after the business day we receive your deposit, subject to certain delays provided by law and this Agreement. Cash deposits, electronic direct deposits and wire transfers will be available on the day we receive the deposit, provided that we receive the deposit before branch closing.

Once the funds are made available to you, you may make transactions with those funds. Transactions in general are: cash withdrawals at an ATM or at a branch, writing checks, debit card point-of-sale purchases, transfers from one account to another account via the branch, phone, Internet or ACH. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

If you make a deposit at an ATM before 4 p.m. CT on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 4 p.m. CT or on a day we are not open, we will consider that the deposit was made on the next business day we are open. On the day of your ATM deposit(s) \$100 will be immediately available for withdrawal using an ATM or debit card at a point of sale. The remaining amount of that deposit(s) will be available on the next business day.

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit through a means other than an ATM before that business day's cut-off time, we will consider that day to be the day of your deposit. Cut-off times can vary by branch. Bremer's earliest branch cut-off time is 2 p.m. CT. Most branches have a 3 p.m. CT cut-off time or 4 p.m. CT at the ATM. Please check with your branch to determine the local cut-off time. If you make a deposit after the cut-off time or on a day we are not open, we will consider that your deposit was made on the next business day we are open. Deposits made after the cut-off time on Friday or on Saturday or Sunday, and Monday prior to cut-off time are all considered to be Monday's business day.

Longer delays may apply

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day, unless your account has been open for 30 days or less.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you as soon as possible after you make your deposit, but no later than permitted by law. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we

decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- The deposit is a redeposit of a check that was returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of computer or communications equipment.
- Your account has been open for 30 days or less.
- We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit. We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us").

Please remember that even if we tell you that the funds from your deposited check are available, this does not mean that the check has cleared. In other words, if we do not receive final payment on the check (e.g., payment was stopped, insufficient funds, counterfeit), you will be liable to us for the amount of the check, plus our fees.

Arbitration

Any claim or dispute ("Claim") by either you or us against the other, relating in any way to this Agreement or any prior Agreement between you and us, shall be resolved by binding arbitration. This applies to all Claims whether under a statute, in contract, tort or otherwise and whether for money damages, penalties, or declaratory or equitable relief, including Claims regarding the applicability of this Arbitration Agreement or the validity of the entire Agreement or any prior Agreement.

The American Arbitration Association will conduct the arbitration, using the Commercial Arbitration Rules in effect at the time the Claim is filed. You can obtain rules and forms and file Claims at any American Arbitration Association office or 700 Pillsbury Center, 200 South Sixth Street, Minneapolis, Minnesota 55402-1092. At your written request, we will advance any arbitration filing fee

or administrative and hearing fees that you must pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (“FAA”). Judgment upon any arbitration award may be entered in any court having jurisdiction. If any party requests, the arbitrator shall write an opinion containing the reasons for the award. There will be no jury for any Claim submitted to arbitration. This Arbitration Agreement applies to all Claims now in existence or that may arise in the future. This Arbitration Agreement will survive the termination of your account with us.

For the purposes of this Arbitration Agreement, “we” and “us” mean Bremer Bank, its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns and all of their officers, directors, employees, agents and assigns or any and all of them. Also, for the purpose of this Arbitration Agreement, “you” and “yours” shall mean all persons or entities contractually obligated on the account and all authorized users of the account.

If any part of this Arbitration Agreement is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration Agreement shall be enforceable without regard to such invalidity or unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT IS THAT CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY.

Electronic funds transfers – your rights and responsibilities

Please read this disclosure carefully for an explanation of your rights and obligations.

Transfer types and limitations on account access

You may use your Bremer Debit Card or your ATM card and your personal identification number (PIN) to:

- withdraw cash from your checking and savings accounts
- make deposits to your checking and savings accounts

- transfer funds between your checking and savings accounts
- pay for purchases at places that have agreed to accept the card
- obtain information about your account balance
- make point-of-sale purchases. You may use your Bremer Debit Card to purchase goods or services, obtain cash from a participating merchant or financial institution, and use it as a credit card with participating merchants.

Some of these services may not be available at all terminals.

If you have signed a separate line-of-credit agreement with us and there are insufficient funds in your designated account to cover your Bremer Debit Card or ATM card transaction, we will advance funds into your account pursuant to the line-of-credit agreement (to the extent available) to cover the transaction.

Electronic funds transfers initiated by third parties

You may authorize a third party to initiate electronic funds transfers between your account and the third party’s account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money or you can call us at 1-800-908-BANK (2265) to find out whether or not the deposit has been made. These transfers may use the Automated Clearing House (ACH) or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and bank information. This information is printed on your check as well as on your deposit slip. You should provide only your bank and account information (whether over the phone, the Internet or via some other method) to trusted third parties whom you have authorized to initiate electronic funds transfers.

Examples of these transfers include, but are not limited to:

- *Preauthorized credits.* You may authorize direct deposits to be accepted into your checking or savings account(s).
- *Preauthorized payments.* You may authorize recurring bill payments directly from your checking or savings account(s).
- *Electronic check conversion.* You may provide your check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase or when you provide your check by other means such as by mail or drop box.

- *Electronic returned-check charge.* Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Preauthorized payments

- Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling us at 1-800-908-BANK (2265) or writing us at Bremer Service Center, Client Services, 8555 Eagle Point Boulevard, Lake Elmo, Minnesota 55042, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you according to our Fee Schedule for each stop payment order you give. If you want to stop a Bremer Online Banking payment, you must follow the online instructions.
- Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will notify you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment will differ by more than a certain amount from the previous payment or when the amount will fall outside certain limits that you set.)
- Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- Our liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages.

However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the withdrawal does not have enough cash.
- If the ATM or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

Dollar limitations on automated teller machines (ATM)

ATM transfers per day

- You may withdraw up to a total of \$500 per day when you use your Bremer Debit Card or \$200 per day when you use your ATM card.
- You may buy up to a total of \$1,500 worth of goods or services each day when you use your Bremer Debit Card in our point-of-sale transfer service.

Documentation

- *Periodic statements* – For accounts which have to-or-from electronic funds transfer accessibility, periodic statements will be sent monthly when an electronic funds transfer has occurred. Periodic statements will be sent at least quarterly if no electronic funds transfer has occurred, or if the account is inaccessible to electronic funds transfers.
- *Terminal transfers* – You can get a receipt any time you make any electronic funds transfer at an electronic terminal/ATM.
- *Pre-authorized credits* – If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money or you can call us at 1-800-908-BANK (2265) to find out whether or not the deposit has been made.

Fees

- We do not charge for deposits.
- Our Personal Account Fee Schedule is available at all our locations and contains additional information about our fees.
- When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

Currency conversion

When you use your Bremer Debit Card at a merchant that settles in foreign currency, the charge will be converted into the US dollar amount. The currency conversion rate used is either a wholesale market rate or the government mandated rate in effect the day before the processing date, increased by 1%. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Advisory against illegal use

You agree not to use your Bremer Debit Card for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant, does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Bremer Online Banking computer transfers

You may access your account(s) by computer through the Internet by logging in to our website at Bremer.com and using your access I.D. and password.

Lost or stolen cards, codes or other access means

How much you can lose depends on where you have your account:

Minnesota

We will be liable for all unauthorized transfers unless the unauthorized transfer was due to the loss or theft of your card, code and/or other access means. If due to the loss or theft of your card, code and/or other access means, and you notify us within 60 days of when you receive the statement showing the unauthorized transfer, you can lose no more than \$50 if someone used your card, code and/or other access means without permission. If you do NOT notify us within 60 days after you receive the statement showing the unauthorized transfer, and we prove that we could have stopped someone from using your card, code and/or other access means without your permission if you had told us within two (2) business days of when you discover the loss or theft of your card, code and/or other access means, you could lose as much as \$500 for unauthorized transfers that appear on the statement. In addition, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

North Dakota

If you believe your card, code and/or other access means has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card, code and/or other access means without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, code and/or other access means, and we can prove we could have stopped someone from using your card, code and/or other access means without your

permission if you had told us, you could lose as much as \$500. If you do NOT tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

Wisconsin

You can lose no more than \$50 if you fail to give us notice of a lost or stolen card, code and/or other access means. If you do give us notice of a lost or stolen card, code and/or other access means, you will be liable for the lesser of: (1) \$50 or (2) the amount of any money, property, or services obtained by unauthorized use of the card, code, and/or other access means before you gave us notice. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Contact in event of unauthorized transfer

If you believe your card, code and/or other access means has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you believe that an electronic funds transfer has been made without your permission using information from your check, call the 24-hour Phone Bank at 1-800-908-BANK (2265) or write us at Bremer Phone Bank, Bremer Service Center, 8555 Eagle Point Boulevard, Lake Elmo, Minnesota 55042.

Business days

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

Error resolution notice

If you think your statement or receipt is wrong, if you need more information about a transfer listed on the statement or receipt or in case of any errors or questions about your electronic transfers, telephone us at 1-800-908-BANK (2265); write us at Bremer Phone Bank, Bremer Service Center, 8555 Eagle Point Boulevard, Lake Elmo, Minnesota 55042; or email us at info@bremer.com as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your inquiry in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- where it is necessary for completing transfers
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- in order to comply with government agency or court orders
- if you give us written permission

Protecting your privacy

Bremer privacy philosophy

Bremer Financial Corporation and its affiliates (“Bremer”) have established themselves as trusted financial services providers for our clients. One of the core values of Bremer is: “We will conduct business with the utmost integrity.” Bremer believes an important part of integrity is handling client information in a highly professional and ethical manner. We understand the importance clients place on confidentiality and view the trust held between our clients and Bremer as the single most critical aspect of our relationship.

Within this privacy statement, all references to “Bremer” include the following companies:

- Bremer Bank
- Bremer Trust
- Bremer Insurance
- Bremer Financial Services, Inc.

The information referred to in this privacy statement is nonpublic information — information that is not available through public sources such as telephone directories or government records. Throughout this privacy statement, we will simply refer to nonpublic information as “information.”

Bremer privacy statement

Collection of your information

In order for Bremer to conduct business with you and help understand your financial needs, we collect the following types of information:

- identification information, such as your name, address, birth date, Social Security number and driver’s license number
- application information we receive from you when you request a product or service, such as your income, assets and liabilities
- transactions or experiences with us, such as your current balances or repayment history
- transactions or experiences with others
- information we receive from consumer reporting agencies, such as credit bureaus

Protection of your information

The information we collect and record is protected by physical, electronic and procedural measures that comply with federal regulations. Only those employees who need this information to service your account or provide you with products and services are granted access.

Disclosure of your information

Your information will not be sold to any organization and will be shared only with those organizations described in this privacy statement or as permitted by law. We do not disclose any information about our former clients except as permitted by law.

- *Bremer.* Bremer companies provide financial services such as banking, trust, insurance and investments. Consistent with federal law, we may share information about your relationship with us among our Bremer companies. In addition, if we feel you may benefit from products and services offered by a Bremer company and you authorize us to do so, we may share the following information about you:
 - identification information
 - application information

- Bremer-related transactional or experience information
- third-party related transactional or experience information
- consumer report information
- **Marketing Providers.** To the extent permitted under applicable law, Bremer may share your application, identification and Bremer transactional or experience information with other companies we employ to help us perform marketing services. Examples of these companies include telemarketing and direct-sales companies. All companies we employ are contractually obligated to keep the information we provide confidential. In addition, the information they receive from us may be used to provide only the services we request.
- **Business Partners.** Bremer is committed to providing you with products and services to help meet your financial goals. If you are a resident of Minnesota or Wisconsin, we may share your identification and Bremer transactional or experience information with other financial services providers with whom we have joint marketing agreements. Examples of financial services providers we partner with include:
 - credit card companies
 - investment brokerage companies
 - insurance companies

These companies are contractually obligated to protect the information we provide them. In addition, the information they receive from us may be used to provide only the services we request.

- **Other Parties.** Bremer will not disclose information about you to anyone except as disclosed in this privacy statement or as permitted by law. For example, we may disclose information about you to credit bureaus, government entities and service providers in response to subpoenas or criminal investigations and upon your request.

Availability of privacy notice

This privacy statement can be obtained at any Bremer location or on Bremer.com. In addition, this notice is given to any new consumer client opening an account and is mailed to consumer clients on an annual basis as required by law. Any updates or material changes to this privacy statement will be posted on Bremer.com, and the last date of modification will be noted. Such updates or material changes will also be reflected in the notice mailed to consumer clients on an annual basis.

North Dakota clients

The information-sharing practices described above are in accordance with federal, Minnesota and Wisconsin laws. North Dakota places additional limitations on sharing information

about North Dakota residents and businesses. In accordance with North Dakota law, Bremer will not share information we collect about North Dakota residents or businesses except:

- as permitted by law
- to companies that perform services on our behalf
- with the written authorization or consent of the North Dakota resident or business

How to limit Bremer marketing contacts

You may request that Bremer not contact you via mail, phone and/or email for promotional offers by contacting a Bremer location or calling the Bremer Phone Bank at 1-800-908-BANK (2265) and pressing 2 to speak with a Client Services Representative. If you make this request, you will still receive your statements (which may include promotional offers), account-related notices or other information via mail.

Guarding your financial information

- Before revealing personal financial information, find out how it will be used and if it will be shared with others. Ask if you have a choice about the use of your information.
- Pay attention to your billing cycles. Follow up with creditors if bills do not arrive on time.
- Provide your Social Security number only when absolutely necessary. Ask to use other types of identifiers when possible.
- Carry only the identification information and credit cards you actually need.
- Call the Bremer Phone Bank at 1-800-908-BANK (2265) immediately if your identification, ATM card, Bremer Debit Card or Bremer credit card are lost or stolen. Call your other creditors and the credit bureaus to ask that a fraud alert be placed in your file.
- Order a copy of your credit report from the three credit reporting agencies every year (Experian, Equifax and TransUnion). Review the information to ensure it is accurate and includes only those activities you've authorized.
- Keep items with personal information in a safe place. Shred or tear up these items when they are no longer needed.
- Make sure charge receipts, copies of credit applications, insurance forms, bank checks and statements, expired credit cards and credit offers you get in the mail are disposed of appropriately.
- If you've been a victim of identity theft, file a complaint with the Federal Trade Commission (FTC) by contacting the FTC's Identity Theft Hotline by telephone: 1-877-IDTHEFT (438-4338) or 1-866-653-4261 for the hearing impaired (TDD).

1-800-908-BANK (2265)

Bremer.com

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