

Business
Account Agreement

Table of contents

2	Agreement for business accounts	14	Indirect instructions
2	Important information about procedures for opening a new account	14	Bank's right to indemnification
2	Authorized representatives, disputes and conflicting demands	14	Termination of account
3	Disputes or conflicting demands	14	Bank's waiver
3	Change of name, address or signers	14	Lawsuits
4	Power of attorney	14	Legal process
4	Minimum balances, service charges and fees	15	Blocked or restrained accounts
4	Telephone transfers	15	Notices
5	Online Banking for Business	15	Amendments
5	Deposited or cashed checks	15	Recording
5	Multiple endorsements	15	Transferability
5	Funds availability	16	Liens and set-off
6	Encoding	16	Attorney's fees, losses and expenses
6	Collection of checks	16	Ability to withdraw funds
7	Uncollected and returned items	18	Arbitration
7	No protest	19	Dollar limitation on automated teller machine (ATM) transfers per day
7	Withdrawals from account	20	Advisory against illegal use
7	Our right to refuse payment	20	Customer liability
8	Lost or stolen checks	21	Contact in event of unauthorized transfer
8	Purchasing checks from unauthorized vendors or printing your own checks	21	Business days
8	Check notations		
8	Postdated checks		
8	Checks with stale dates		
9	Endorsement standards		
9	Stop Payment order		
10	Nonsufficient available funds		
10	Adjustment and corrections		
10	Checks sent for collection		
11	Facsimile signatures		
11	Statements		
12	Account safeguards		
13	Safeguarding your financial information		
13	Death or incompetence		

Agreement for business accounts

Thank you for opening an account at Bremer Bank. This booklet contains important information about your account(s) at Bremer. Please read it carefully and retain it for future reference. By opening an account at Bremer, you agree to the terms contained herein. This Agreement is subject to applicable federal laws and the laws of the State of Minnesota, North Dakota or Wisconsin, where your Bremer Bank is located (except to the extent that this Agreement can and does vary such rules or laws). If any part of this Agreement shall not be valid under any law or regulation, it shall not affect any other part. 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,” “our,” “the Bank” and “us” mean Bremer Bank, and “you” or “your” means the corporation, partnership, sole proprietorship, unincorporated association, trust, estate or other business entity which has an account with us and any authorized representative for them.

Important information about procedures for opening a new account

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 business which opens an account. This means that when you open an account, we will ask for information about your business. We will also ask to see the government-issued photo identification, the Social Security number and/or other identifying documents for your authorized representative opening the account.

Authorized representatives, disputes and conflicting demands

The authorized representatives on your account are those noted on our Business Authorization Resolution and Signature Card. Each authorized representative may act as designated by you on the Business Authorization Resolution and Signature Card. Such action may include signing checks, withdrawing or transferring funds (including transactions with the Bremer Check Card), giving us instructions regarding the account, closing the account without notice to the other owners, establishing additional accounts in the same name or names and subject to the same signature requirements, and performing any online functions associated with your account. This means that you assume liability for the online actions of all persons to whom you grant access to your account.

We may pay or cash any properly signed check drawn on your account without inquiry or investigation, even if the check is payable to cash, to us or to a person who signed it. We may also accept a properly signed check for deposit into the personal account of an authorized representative or any other person. You are responsible for the actions of the individuals you designate as authorized representatives on accounts, and you are responsible for informing authorized representatives of the terms of this Agreement. We may, without incurring liability to you, continue to honor checks and instructions from any individual authorized to sign on your account at the time these checks or instructions were issued, even if the checks are presented to us for payment, or the instructions are to be acted on, after you notify us that the individual is no longer an authorized representative. This means that you must place a “stop payment” order on checks and cancel all instructions issued that you do not wish followed. In some cases, we may require you to close an account and to open a new one to prevent transactions from occurring.

Disputes or conflicting demands

If a dispute arises over any person’s authority to give us instructions concerning the account, we may require the signatures of all authorized representatives 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 representatives 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.

Change of name, address or signers

You agree to notify us promptly in writing of any change in your business name, address, identity or authorized representatives on your account, including those no longer authorized due to termination of employment. We may require additional documents, such as an updated Business Authorization, Resolution and Signature Card, before implementing such changes.

Power of attorney

Business clients do not normally have a need to appoint a person to act for the business by use of a power of attorney. Consequently, we will not allow any transactions on this account initiated through a power of attorney.

Minimum balances, service charges and fees

Your accounts are subject to the minimum balance requirements and to the minimum opening balance requirements set forth in the information that was separately provided to you. The fees in effect at the time the account is opened, and those that may be added or amended from time to time with or without prior notice, will apply to your account. We may deduct charges and fees from your account without further authorization on your part. We may impose a reasonable charge, which shall not be refundable, on an inactive account to recover the costs related to, or incurred as a result of, the payment or delivery of abandoned property to the applicable state abandoned property administrator. Our current fee information is available at all our offices.

Telephone transfers

You can request telephone transfers for most of your accounts with us. You agree that our records of such telephone transfers are binding and agree to assume all risks in connection with such transfers.

Those risks include, but are not limited to,

- requests made by a person representing himself or herself to be an authorized representative,
- delays or errors as a result of a misunderstanding of any telephone instructions and
- the malfunction of any equipment. The risks do not include those risks resulting directly from our gross negligence.

We reserve the right to refuse a telephone request for the transfer of funds. You authorize us to respond to telephone inquiries about your accounts from any person representing himself or herself to be an individual whom you have designated as an authorized representative and believed by us to be you or that individual.

Online Banking for Business

Protecting our clients when they logon for online account access is a top priority at Bremer.

To use our online banking services, you must enter into our Online Business for Banking Agreement. Your rights and obligations regarding online banking are more fully explained in that Agreement. There are no limits on the number of transfers you can make online from your checking account. Limits on the number of transfers you can make from your savings accounts have been provided to you in a separate document. You may access your account(s) by computer through the Internet by using multifactor authentication as discussed in the Agreement.

Deposited or cashed checks

You authorize us to accept for your account all remittances of funds or other property from third parties which are payable to you. You agree that we shall not be responsible for any delay in giving your account credit for any deposit you make, for the acts of any agent of yours (or person or persons whom you have authorized to act on your behalf with respect to your accounts) or for any other act that we think is appropriate, provided we have acted in good faith.

Multiple endorsements

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.

Funds availability

Funds deposited into your account in the form of a check or other instrument will normally be available for withdrawal in accordance with our *Ability to withdraw funds* disclosure appearing on page 16 of this Agreement.

Encoding

If we accept from you checks or other instruments for deposit into your account which you or your agent have MICR encoded, including the use of devices designed to capture and transmit check images to the bank, regardless of the manner in which the technology reads, captures and edits the information contained on the MICR line of each check, we may rely upon the accuracy and completeness of such encoding in processing the items for collection or payment. You shall be solely responsible for any encoding errors or defects including, without limitation, amount errors and shall indemnify and hold us harmless from and against any and all claims, demands, damages, liabilities, losses and expenses (including attorney's fees) resulting, directly or indirectly, from such encoding.

Collection of checks

All deposits to your account are provisional. All checks or other instruments deposited into your accounts are received by us as an agent for you and are subject to collection. We shall not be responsible for any loss due to the failure to demand payment of amounts due on checks you deposit, which is called presentment, or because of the late presentment of any check. We choose the method of obtaining final payment of checks and other instruments and may use other banks or agents in the process. We will use due diligence in the selection of collection agents and correspondent banks (hereinafter collectively called the "Correspondents") but will not be liable for the insolvency, neglect, misconduct, mistake or default of any such Correspondents or for loss or destruction of a check or other instrument in transit or in the possession of others. We or any Correspondent may waive presentment, notice and protest on all checks or other instruments for which credit or value is given in whole or in part or which are received for deposit or collection and may send any check or other instrument, directly or indirectly, to any bank, including the drawee or payor, or to any non-bank payer. You authorize us to renew or extend the time with respect to the collection of any sums due on said checks or instruments, and you agree that any such renewals, extensions of time or other modifications of such collection shall be deemed to have been granted or made with a full and express reservation by us of any of our rights that we have against you. We are not responsible for any act or failure to act that is reasonable under the circumstances or under this Agreement.

Uncollected and returned items

Any item returned or not finally collected may be charged back to your account, regardless of the reason for the return or non-collection.

No protest

If any check or other instrument which you deposit into your account is returned unpaid by the bank that it is drawn upon, you agree that we do not have to obtain a protest, which is an official certification that a check has been dishonored.

Withdrawals from account

We may debit your account on the day a check or other instrument is presented to us or at such earlier time we receive notice by electronic or other means that a check or other instrument drawn on your account has been deposited for collection in another financial institution. We may determine your account balance for making a decision to dishonor a check or other instrument for insufficiency of available funds at any time between such presentment or notice and the time of return of the check or other item. We need make no more than one such determination.

Our right to refuse payment

We may refuse to pay checks or withdrawal requests from your account, if, among other things:

- the withdrawal would consist of funds deposited in the form of a check or other instrument that are not yet available for withdrawal.
- a court or other legal process (such as a levy, execution or restraining notice) prohibits the withdrawal.
- we are aware of any dispute relating to the account, unless a court has ordered us to permit the withdrawal.
- we suspect fraud or irregularity.
- someone, who we believe in our sole discretion 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 required in connection with the withdrawal has not been presented to us.

Lost or stolen checks

If any of the checks you use to withdraw funds from the account are lost or stolen, you agree to NOTIFY US IMMEDIATELY AT 1-800-908-BANK (2265).

Purchasing checks from unauthorized vendors or printing your own checks

If you purchase checks to use for your account from a company other than a vendor we have authorized or print your own checks, 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.

Check notations

Notations are any legends, instructions, restrictions or language such as, but not limited to, “not valid after 60 days” or “not valid over \$1,000” or “cashing this check” or “requires two signatures.” If you add notations to any checks from your account or have notations printed on such checks, you agree that we may disregard these notations and agree that we will not be responsible for any losses, claims, damages or expenses that may result from doing so or from your placing these notations or any other statements on any checks that are used to withdraw from the account.

Postdated checks

Postdating a check does not guarantee that payment of the check will be delayed until after the date of the check. We reserve the right to pay any check at the time it is presented for payment, regardless of the date you write on the check. You agree that you shall have no claim against us if we pay a check prior to the date on the check. If the postdated check is returned because there were insufficient or uncollected funds in your account, we will charge you our standard fee for a check drawn on insufficient or uncollected funds.

Checks with stale dates

We have the right, but shall not be required, to pay a stale-dated check, which is a check that has been presented for payment more than six (6) months after the date of the check. To make sure that we do not pay a stale-dated check, you must place a stop payment order on it.

Endorsement standards

You agree that you will not endorse checks made out to your business to be payable to the order of anyone else, and agree to accept all losses resulting from such endorsements. You further agree that you will not cash checks made payable to your business. You may deposit such checks to one of your business accounts and withdraw the cash to the extent permitted by our funds availability policy. By endorsing a check you warrant that you have clear title to the funds deposited in the account.

Stop payment order

You may request we stop payment on any check that you have written. We must have a reasonable period of time to act on the stop-payment request. You may make the request in person, on Online Banking for Business or by calling us toll free at 1-800-908-BANK. You must provide your account number, the number and date of your check, the name of the payee and the exact amount of the check. If you do not give us the correct information, we shall not be liable if we fail to honor the stop payment request or stop payment on the wrong check. You understand that each stop payment order will automatically expire six (6) months from its original date unless you request renewal before the expiration date and we have a reasonable period to act on the renewal before the stop payment has expired. We may assess a service charge for each stop payment order you make and for each renewal request. You understand that if the check is presented after the stop payment expires, we may pay it even if it is stale-dated. Once you have directed us to place a stop order, you cannot release that 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.

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 recredit 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.

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 (e.g., 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.

Nonsufficient available funds

If you do not have sufficient available funds on deposit in your checking or savings account at the time a check is presented for payment or any other transaction is posted (e.g., automatic payments or electronic funds transfers), we may return the check or reject the transaction. However, we may also choose to pay the check or other transaction by overdrawing your account. We may charge a fee for each check or transaction presented for payment if your account does not have sufficient available funds, whether or not we pay the check. Even if we have paid some checks or other transactions by overdrawing your account, we are not obligated to do so in the future. We may discontinue permitting overdrafts without notice to you, regardless of our previous practice or course of conduct. If we do not allow an overdraft or an increase in an overdraft, you agree we have no liability for returning checks unpaid or rejecting other transactions, even if the insufficiency of funds in your account resulted from our charges, such as account maintenance or other service fees.

Adjustments and corrections

You agree that we may make adjustments and/or corrections to your account from time to time resulting in changes to your account balances. Adjustments might occur, for example, if transactions are recorded in the wrong amount or deposited items do not balance to the total listed on your deposit slip.

Checks sent for collection

We may refuse to accept a check which you wish to deposit either at the time of deposit or before we send it for payment. For example, we normally do not accept checks for deposit that have been previously dishonored, contain certain types of restrictive endorsements, are irregular in any respect or are drawn in a foreign currency. We may also refuse to accept for deposit a check that we believe has been previously presented by remote deposit. At our option, we may return such a check to you without presenting it to

the financial institution on which it is drawn or we may send the check "for collection." This means we do not use normal check clearing procedures. We specially package the check and send it to the financial institution on which it is drawn. If we receive payment for the check, we will credit your account with the amount received on the date we receive payment. When you have us send a check or other item on a collection basis to another bank, that bank usually deducts its collection fee from the proceeds of the collection. However, some banks require their collection fee to accompany the collection request. If their fee is not included with the collection request, they will return the collection and take no action. Unless you make other arrangements with us, we will charge your account for this bank fee. Our fee and any bank fee apply even if the collection is returned unpaid. When a check you wrote is sent to us for collection, we may charge the presenting bank a fee. If we pay the collection, we may pay the presenting bank the amount of the check, less the amount of our fee. The fee we charge the presenting bank is in addition to other fees we charge for handling collections.

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.

Statements

Each month we will make available to you a statement of your account. You have 30 days from the time we make your statement available to you to tell us, in writing, of any unauthorized signatures, forgeries, alterations or errors. We will resolve the problem by reviewing all related documents and the official bank records on your account. If you do not notify us in writing within 30 days after the statement becomes available to you, you may have to bear part or all of the loss, depending on who was at fault. You also agree that if you do not tell us in writing of any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make your statement available to you, you cannot make a claim against us on any items in that statement.

As between you and us, the loss will be entirely yours. This 60-day limitation applies even if we did not use ordinary care. If you request statements and they are returned because of an incorrect address, we will suspend further delivery until we receive a correct address. Contact us if you do not receive your regular statement. 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.

Account safeguards

Because so many checks are presented to us for payment, we 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 are responsible to prevent and report to the Bank forgeries, alterations and other unauthorized uses of your checks or accounts immediately upon discovery. You also agree that you are responsible to understand and use the tools available through the Bank to reduce the risk of fraud in your accounts. Because of technological advances, some types of check fraud have become more difficult to detect. Consequently, to protect you, we may at our option without assuming a duty to do so, 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 nonsufficient funds fees than others. If you choose not to use Positive Pay or other recommended and offered fraud safeguards, you agree to indemnify and hold us harmless for any losses we incur, including costs, expenses and attorney's fees resulting from checks drawn or purported to be drawn on your account that are forged, counterfeit, altered or fraudulent in any manner.

Safeguarding your financial information

You will safeguard your blank checks, account numbers, user names, passwords, codes, tokens and other security devices, bank statements and images of cancelled checks and use reasonable care to prevent their unauthorized use. You will not keep blank checks with bank statements and paid checks, because this gives unauthorized parties samples of authorized signatures and average balance information. You will not use multiple check ranges within a single account as this decreases the effectiveness of fraud-monitoring tools. You agree to accept responsibility for any failure to safeguard these items, and agree to NOTIFY US IMMEDIATELY AT 1- 800-908-BANK (2265) if any of these items have been stolen or subject to unauthorized use. We reserve the right to require you to accept a new account number if we believe security has been compromised. If we do so, checks you have written which have not yet been paid may be returned. You are responsible for issuing replacement checks. You also agree not to make information about your internal business practices available to anyone other than authorized individuals.

The practice of accepting payments from your clients/customers exposes your business to the risks associated with obtaining, processing and safeguarding considerable non-public financial information. This information must be used only for the purpose intended and you must develop policies and procedures that ensure that it is safeguarded for the entire period that it is in your possession. These policies and procedures should provide for the authority of access to, the method and manner of secure communication of, and the secure and complete destruction of this non-public financial information when it is no longer required by your company.

Death or incompetence

You must notify us in writing if

- an account holder,
- an authorized representative on the account,
- the sole proprietor on a sole proprietorship account or
- the 100% owner of a business on a business account dies, becomes incapacitated, is dissolved (in the case of non-personal entity), files for bankruptcy, has a bankruptcy filed against it, has a receiver appointed for it or has an assignment for the benefit of creditors filed against it.

Indirect instructions

We are not required to act upon instructions you give us via facsimile transmission, email, voice mail or telephone answering machine.

Bank's right to indemnification

If we believe in our sole discretion that any instruction from you might expose us to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, we may require indemnification from you satisfactory to us before following such instructions.

Termination of account

We reserve the right to close your account at any time for any reason. We will try to notify you in advance should this be necessary, but we are not obliged to do so. If we close your account, we will mail you a notice to your address of record and at your risk, mail to you at your address of record a check for the balance minus any outstanding service fees. Any checks drawn on such account which have been presented to us subsequent to such termination will be returned unpaid.

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.

Lawsuits

In any lawsuit or other legal proceeding in which you and Bremer are in different positions, you agree that you will not claim that we waited too long to make our claim or state our position and you agree not to make any claim against us in the same legal proceeding if your claim does not involve the original claim in that legal proceeding.

Legal process

We must comply with any notice of attachment, execution, garnishment, tax levy, injunction, restraining order, subpoena, warrant or other legal process we believe (correctly or otherwise) 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 impound in response to legal process may not earn interest.

Blocked or restrained accounts

You agree that if your account is restrained or blocked by legal process, court order or government action, we may remove the funds being restrained from your account and place those funds in a control account for your benefit until your account or those funds are no longer restrained or blocked. While those funds are in the control account, you agree that the funds will not earn any interest and your account may also be subject to additional fees which we may charge to your account. You also agree to be bound by all terms in the Account Agreement governing the control account.

Notices

You agree that any notice you send to us will be effective only if you send it to Deposit Services Manager, Bremer Service Center, P.O. Box 1000, Lake Elmo, Minnesota, 55042. Any notice to you shall be sufficient if we send it to you at your last known address appearing on our records.

Amendments

We reserve the right to amend this Agreement at any time. Copies of the changes will be available to you at our offices.

Recording

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

Transferability

The account is not transferable or assignable, unless approved by us, at our sole discretion and entered on our records.

Liens and set-off

Subject to applicable law, we may exercise our right of set-off against any and all of your accounts (except IRAs, Keogh plans and certain Trust Accounts) without notice, for any liability or debt, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdraft, endorsements, guarantees, loans, attachments, garnishments, levies, attorney's fees or other obligations. If an account is a joint or multiple party account, each joint or multiple party account owner authorizes us to exercise our right of set-off against any and all accounts of each account owner.

You also give us a continuing lien on any account or other personal property of yours that is in our possession or the possession of any of our affiliates, including but not limited to bank deposits and securities. This lien shall be in the amount of any and all liabilities and obligations you may owe to us or any of our affiliates, whether such liabilities and obligations exist now or are incurred in the future. You agree that we and our affiliates may exercise our lien and set-off rights against your accounts and may sell your personal property which is not an account, by public or private sale at our discretion and use the funds in such account or the proceeds of such sale to satisfy such liabilities or obligations whether or not such liability or obligation is then in default or is subject to a contingency.

Attorney's fees, losses and expenses

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 (1) your failure to comply with this Agreement or any other agreements relating to your account(s), (2) a dispute among the owners, beneficiaries, heirs or others claiming an interest to all or part of this account, (3) any third-party claim, notice or legal action whether or not such claim is legally enforceable, (4) any governmental or administrative investigation or (5) any action taken by us to resolve or comply with such dispute, claim or investigation or to protect our interest.

Ability to withdraw funds

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 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 cash and check deposits available to you on the first business day after the day we receive your deposit, subject to certain delays provided by law and this Agreement. Electronic direct deposits will be available on the day we receive the deposit, provided that we receive the deposit before 6 p.m. Central Time. 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, written 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.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before that day's cut-off time, we will consider that day to be the day of your deposit. Cut-off times can vary by location. Bremer's earliest branch cut-off time is 2 p.m. Central Time (most branches have a 3 p.m. Central Time cut-off time, or 4 p.m. Central Time at ATMs).

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 fifth business day after the day of your deposit. The first \$100 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 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 eleventh 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”).

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 at 700 Pillsbury Center, 200 South Sixth Street, Minneapolis, Minnesota, 55402-1092. 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” means Bremer Bank, its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns and all of their officers, directors, employees, agents and assign or any and all of them. Also, for the purpose of this Arbitration Agreement, “you” or “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 of unenforceability.

Dollar limitation on automated teller machine (ATM) transfers per day

- You may withdraw up to a total of \$500 per day when you use your Bremer Check 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 Check Card in our point-of-sale transfer service.

Fees

- Our 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).

Documentation

- *Terminal transfers.* 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.
- *Periodic statements.* You will get a monthly checking account statement from us. You will get a monthly savings account statement from us unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.
- *Preauthorized 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 to find out whether or not the deposit has been made.

Currency conversion

When you use your Bremer Check 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 Check 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.

Customer liability

Call us AT ONCE at 1-800-908-BANK if you believe your card or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. How much you can lose depends on where you have your account.

Minnesota

You are protected from liability for all unauthorized transfers unless the unauthorized transfer was due to the loss or theft of your card and/or code. If due to the loss or theft of your card and/or code, 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 and/or code without permission. If you do NOT notify us within 60 days after you receive the statement showing the unauthorized transfer, and we could have prevented the unauthorized transaction if you had told us within two (2) business days of when you discovered the loss or theft of your card and/or code, 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 and/or code 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 and/or code 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 and/or code, and we could have prevented the unauthorized transaction 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 and/or code. If you do give us notice of a lost or stolen card and/or code, 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 and/or code 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 could have prevented the unauthorized transaction 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 or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call the 24-Hour Phone Bank at 1-800-908-BANK 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.

1-800-908-BANK (2265)

Bremer.com

Member FDIC

© 2010 Bremer Financial Corporation. All rights reserved.
BUS-001-0210

