

Business

Account Agreement



TABLE OF CONTENTS

INTRODUCTION

Agreement for business accounts	2
Identification notice (USA PATRIOT Act): Important.....	3
Change in terms.....	3
Reporting agencies	3

ACCOUNT OWNERSHIP

Authorized signers, disputes and conflicting demands	4
Change of name, address, email or signers	5
Power of attorney.....	5
Transferability.....	5

NOTIFICATIONS

Statements	6
Changes due to death, bankruptcy and other	7
Closing your account	7
Notices	7
Telephone recording.....	7

ACCOUNT USAGE

Funds availability policy	8
Longer funds availability delays may apply.....	9
Service charges.....	10
Insufficient funds and overdrafts	10
Returned deposits.....	12
No protest.....	12
Our right to refuse payment.....	12
Stopping payment on a check.....	13
Minimum balances, service charges and fees	14
Service charges.....	15
Telephone/online banking transfers.....	15
Savings and money market account transfers/withdrawals.....	16
Electronic and/or voicemail instructions	16
Our right to require notice of withdrawal	16
Inactive accounts	17
Adjustments and corrections	17

ADDITIONAL TERMS & CONDITIONS – CHECKING & SAVINGS

Safeguarding your checks	18
Deposited or cashed checks	18
Processing checks.....	18
Electronic instructions for paying checks.....	19
Checks - legends	19
Endorsement standards	19
Checks post-dated and stale.....	20
Using unreadable checks.....	20
Substitute checks and your rights.....	20
Document images	22
Return of canceled checks	22
Encoding	23
Checks sent for collection	23
Payment of checks	24

E-BANKING, INCLUDING TRANSFERS, ACH & DEBIT CARDS

Safeguarding your financial information	25
Debit card transaction fraud prevention	25
Online Banking	26
Electronic credits	26
Dollar limits on card transactions.....	26

OTHER TERMS & CONDITIONS

Privacy statement.....	28
Bank's right to indemnification	28
Bank's waiver	28
Lawsuits, claims or other proceedings	28
Legal process.....	28
Blocked or restrained accounts.....	29
Set-off	29
Leins	29
Severability.....	29
Attorney's fees, losses and expenses.....	30
Advisory against illegal use of Debit Card	30
Mastercard Zero Liability protection (card transactions only).....	30
Additional limitations on liability	31
Contact in event of unauthorized transfer	32
Business days.....	32

INTRODUCTION

Agreement for business accounts

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
- your periodic statements
- applicable user guides
- notices we provide to you by any appropriate means such as by direct mail, on or with your statement, or in 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 versions.

By signing a signature card (the document that, among other things, establishes account transaction authority), opening or continuing to hold an account with us, you agree to the most recent version of this Business Account Agreement, which is available to you at your local Bremer Bank, on Bremer.com, or by calling us at 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 800-908-BANK (2265).

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 this 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 corporation, partnership, sole proprietorship, unincorporated association, trust, estate or other business entity which has an account with us and any authorized representative for such a business entity.

Other agreements may apply to your situation if you have certain services with us. These other agreements work in tandem with this Agreement.

Identification notice (USA PATRIOT Act): 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 that 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 who is opening the account.

Information regarding beneficial owners of legal entities and individuals who control a legal entity will also be requested.

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 for purposes of updating our records or because we may not have collected it from you in the past.

Change in terms

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

Reporting agencies

By requesting to open, or continuing to hold, an account with us, you authorize us to obtain a copy of your report from a reporting agency or similar service; 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.

We report account performance to reporting agencies.

ACCOUNT OWNERSHIP

Authorized signers, disputes and conflicting demands

The authorized signers on your account are those noted on our Business Resolution and Account Agreement. Each authorized representative may act as designated by you on the Business Resolution and Account Agreement. Such action may include signing checks or transferring funds (including transactions with the Bremer Bank Debit 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 signers on accounts, and you are responsible for informing authorized signers 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. If a dispute arises 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.

Change of name, address, email or signers

You agree to notify us promptly in writing of any change in your business name, address, email address, identity or authorized signers on your account, including those no longer authorized due to termination of employment. 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 you receive it.

We may also 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 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.

Transferability

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

NOTIFICATIONS

Statements

Timely review of transactions and 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 notify us in writing between 30-60 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.

If you notify us in writing after 60 days 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 items will be someone who does not have authority to transact business on the account.

We recommend reviewing your transactions online every few days, including deposits, ATM withdrawals, recurring payments and debit card transactions. If you notice a questionable check or charge amount, contact us to resolve the issue as soon as possible.

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.

Changes due to death, bankruptcy and other

We must be notified in writing immediately if

- an account holder
- an authorized signer 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.

Closing your account

This section does not apply to an active certificate of deposit account. If you intend to close your account with us, you must 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 transactions 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. If we close your account, we will send you notice. Within 30 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 fees, if applicable). If we withheld any money for such contingencies, we will refund that to you after we are satisfied that no further withholding is necessary.

Notices

Any notice to you shall be sufficient if we send it to you at your last known address appearing on our records.

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.

ACCOUNT USAGE

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, online, or ACH (Automated Clearing House).

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.

If you made a deposit at an ATM before 6 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 6 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) that equal or exceed \$100, the first \$100 will be immediately available for withdrawal at an ATM or using a 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. Most branches have a 6 p.m. CT cut-off time. 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 deposits.

Longer funds availability 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, will be available on the first business day, unless your account has been open for 30 days or less. Exception delays may apply (see next section).

If we are not going to make all of the funds from your deposit available on the first business day after the day of your deposit, 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 funds are not made available by the first business day after your deposit we will mail you the notice by the day after the deposit is made.

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

Exception delays. Funds you deposit by check may be delayed for a longer period than described in the *Longer funds availability delays may apply* section 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 more than six (6) times 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 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 deposited check, (e.g. payment was stopped, there were insufficient funds, or it was counterfeit), you will be liable to us for the amount of the check, plus our fees.

Service charges

We have the right to charge the account in the amounts and for the services listed in the *Business 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 *Business Account Fee Schedule* is always available at your Bremer Bank location.

Insufficient funds and overdrafts

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

An insufficient funds “item” may include the following:

- check
- pre-authorized withdrawal
- online bill payment
- debit card purchase
- online 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.

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 transactions 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 based on the following transaction posting order:

- over-the-counter withdrawals at a teller line in a branch
- debit card transactions for payment from lowest to highest dollar amount
- electronic and automatic payments (ACH) from highest to lowest dollar amount
- checks from lowest to highest check number order.

When there are not sufficient available funds in an account to cover all of the checks and other items presented on a given day, the method of payment processing as described above may result in more insufficient funds and overdraft fees.

We may choose to pay or refuse to pay electronic and check transactions at our discretion each time you overdraw your account based on the transaction activity and history of overdrafts in the account. The action we take one time (pay or refuse to pay) does not mean that is what action will be taken in the future.

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.

If your account is continuously overdrawn for five (5) business days we will charge your account a continuous overdraft fee on the sixth business day. This fee will continue to be applied every sixth business day if your account remains overdrawn.

Our *Business Account Fee Schedule* is available at all our locations and contains additional information about our fees.

Your responsibilities. When we give you notice of an overdraft, you will pay us the amount of the overdraft. All owners agree 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. You can talk to a banker about ways to avoid overdrafts. Options available based on qualification include savings accounts, automatic transfers and personal lines of credit.

Returned deposits

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)*

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.

Our right to refuse payment

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

- The payment requires deposited funds that are not yet available for withdrawal.
- We have received a court 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.

Stopping payment on a check

You may request we stop payment on any check or draft that you have written.

Here is what you must do to stop a payment for checks and drafts:

If you want to stop payment of a check, you must stop by a Bremer Bank location or call 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 signer can stop payment of any check on the account whether or not that account signer wrote the check (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.

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.

Effect of a stop payment

When you stop payment of a check, you may still owe the money you wrote the check for, and the payee may still have the right to collect on the check. 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?

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 (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.

Stop payment fees

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

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 branches.

Service charges

We have the right to charge the account in the amounts and for the services listed in the *Business 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 *Business Account Fee Schedule* is always available at your Bremer Bank location.

Telephone/online banking 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 or online banking. Transfers received by 6 p.m. CT on a business day are processed on the same day.

Telephone Transfers

You may need to have a PIN, and enter your account numbers and other qualifications, and if requirements are met:

- You can transfer funds between your accounts by calling 800-908-BANK (2265).

Online Banking Transfers

- You can access your account(s) by computer through the Internet by logging in to our website at Bremer.com and using your access ID and Password.

Transfers may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing or by other means.

Savings and money market account transfers/withdrawals

Federal Regulation D restricts the number of “convenient” transfers or withdrawals via savings or money market accounts to no more than six (6) per calendar month or a statement cycle of at least four (4) weeks. “Convenient” transfers and withdrawals for purposes of this limit include preauthorized transfers, automatic transfers (including but not limited to transfers from a saving or money market account to another account or for overdraft protections, or for direct bill pay), and transfers and withdrawals initiated by telephone, fax, online banking, e-mail or mobile banking. Purchases and transfers made by check, at an ATM, wire transfer, ACH, debit card, or other similar order made by you and payable to third parties are also covered under this limit.

If we determine that you are exceeding these limits on more than an occasional basis, we will either convert your account to a transaction account that you are eligible to maintain or close your account.

Other account transfer restrictions may be described elsewhere.

Electronic and/or voicemail instructions

We are not required to act upon instructions you give us via facsimile transmission, email or voice message. 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 business days.

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. 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.

Withdrawals from a time account made within six (6) days of opening, or within six (6) days of the date of an immediately preceding partial withdrawal are subject to a penalty of at least seven (7) days’ simple interest on the amount withdrawn. Other withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty.

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.

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.

You will be credited with the full amount of each deposit you make.

- If your deposit slip reflects an amount less than the actual amount of your deposit and that amount is equal to or less than \$10.00, a credit will be made to your account without notice. You will be made aware of the adjustment as it will be reflected on your account statement.
- If your deposit slip reflects an amount less than the actual amount of your deposit and that amount is greater than \$10.00, a credit will be made to your account with a notice of adjustment. You will also be made aware of the adjustment as it will be reflected on your account statement.

ADDITIONAL TERMS & CONDITIONS — CHECKING & SAVINGS

Safeguarding your 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 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 your blank checks and agree to NOTIFY US IMMEDIATELY AT 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.

Deposited or cashed checks

You authorize us to accept for your account all remittances of funds or other property from 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.

Special Endorsement (commonly known as a Third Party Check) is when a payee wishes to transfer a check to a second person. He or she will endorse the check and may include the words “pay to the order of” followed by the special endorsee’s name.

If the second person wishes to negotiate the check, they must endorse it as well. This is known as a second endorsement. Your bank assumes a liability to the Drawee bank for the genuineness of all endorsements when checks are presented for deposit or cash. Therefore, it is important all prior endorsements on a check presented be verified if the presenter is unknown to you.

Processing checks

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 have responsibility for preventing and reporting 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.

If you choose not to use Positive Pay or other recommended services 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.

Electronic instructions for paying checks

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.

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. If you want this monitoring on your account you must sign up for our Positive Pay Service.

Endorsement standards

Any check you present for deposit or payment to Bremer Bank should be properly endorsed. 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.

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.

We will not accept for deposit a check made payable to someone other than you, endorsed to you by the payee of the check.

We can refuse to accept any item for deposit for any reason 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.

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 noticed 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, if applicable.

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.)

Using unreadable checks

If you use checks that our equipment is unable to read or process properly, you may be charged a fee for processing those checks. You will be solely responsible for any costs and losses resulting from using such checks, including our refusal to pay such checks.

Substitute checks and your rights

We are required by law to provide this notice 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 were still available.

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 insufficient funds 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 800-908-BANK (2265) or write us at Bremer Phone Bank, Bremer Service Center, P.O. Box 1000, Lake Elmo, Minnesota 55042-1000.

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.

Document images

We make use of image technology to archive all check documents online. We do not keep the original paper documents (like checks) associated with your account. We retain scanned images of most of the documents that we receive and destroy the paper originals.

Electronic imaging 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 *Substitute checks and your rights*. 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:

- conform to our check standards if you are electronically printing checks
- use only the space provided for your part of a transaction (See the section *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.

Return of canceled checks

We currently offer a standard statement or a statement with check images:

1. standard statement - your statement will show the check number, the amount and the date it is paid; or
2. statement with images - 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 *Substitute checks and your rights* section; the images sent with your statement are not substitute checks themselves, but some may be images of substitute checks.)

Our fee structures vary depending on your option and are disclosed in the *Business Account Fee Schedule* which was separately provided to you.

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

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.

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.

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.

E-BANKING, INCLUDING TRANSFERS, ACH & DEBIT CARDS

Safeguarding your financial information

You will safeguard your 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 agree to accept responsibility for any failure to safeguard these items, and agree to NOTIFY US IMMEDIATELY AT 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.

Debit card transaction fraud prevention

Bremer Bank utilizes several methods of monitoring and detecting fraudulent debit card account activity. If fraudulent activity is suspected on your account, we will attempt to contact you via an automated phone service between 8 a.m. and 9 p.m. CT and text message or email 24 hours a day seven (7) days a week. If fraudulent activity is confirmed, clients will be given a unique case number for each fraud alert. This case number should be referenced when calling the bank about this activity. You may also be asked for the last four digits of your Social Security number at this time. This fraud prevention system will leave messages at the contact numbers for your account. Cardholders should call toll-free, 800-369-4887.

Clients calling internationally can call collect to 727-227-2447.

Online Banking

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

To use our online banking services, you must enter into our *Business Online Banking Terms and Conditions*. 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. See *Savings and Money Market Account Transfers/Withdrawals* section for limits on the number of transfers you can make from your savings accounts. You may access your account(s) through the Internet by using multifactor authentication as discussed in the *Business Online Banking Terms and Conditions*.

Electronic credits

In case you receive a credit entry subject to Uniform Commercial Code Article 4A, please be advised that:

- the entry may be transmitted through the Automated Clearing House (ACH)
- the rights and obligations of you concerning the entry shall be governed by and construed in accordance with the laws of the state of Minnesota, North Dakota, or Wisconsin, where your Bremer Bank is located
- credit given by us to you for the entry is provisional until we have received final settlement through a Federal Reserve Bank or otherwise have received payment as provided for in Section 4A-403(a) of UCC Article 4A
- if we do not receive such payment for the entry, we are entitled to a refund from you in the amount of the credit to your account, and the Originator will not be considered to have paid the amount of the credit entry to you
- these rules do not require us to provide you with notice that we have received the entry unless we have agreed to do so.

Dollar limits on card transactions

ATM transactions per day

You may withdraw up to a total of \$525 per day when you use your Bremer Debit Card.

Point of Sale transactions

You may buy up to a total of \$1,500 worth of goods or services each day when you use your Bremer Debit Card.

Currency conversion

When you use your Debit Card at a merchant who settles in foreign currency, the charge will be converted into the U.S. 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.

OTHER TERMS & CONDITIONS

Privacy statement

The most recent version of our privacy statement is available to you at your local Bremer Bank, on Bremer.com, or by calling us at 800-908-BANK (2265).

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.

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, claims or other proceedings

You agree that any lawsuits, claims, or other proceedings arising from or relating to your account or this Agreement will be venued exclusively in the state or federal courts in the state whose laws govern your account, which will be the state where the Bremer Bank branch where you opened your account is located.

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

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.

Blocked or restrained accounts

You agree that if your account is restrained or blocked by legal process or contract, 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.

Set-off

If you owe us money and it is due, we can use the money from any account you own with us to pay the debt. We can exercise this right of set-off at any time and for any reason allowed by law. For example, we can exercise this right in the event of a default under the terms of any debt that you owe us.

Liens

You also give us a continuing lien on any account of yours that is in our possession, including but not limited to bank deposits. This lien shall be in the amount of any and all liabilities and obligations you may owe to us whether such liabilities and obligations exist now or are incurred in the future.

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.

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 or any other agreements relating to your account(s)
- a dispute among the account owners, 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.

Advisory against illegal use of Debit Card

You agree not to use your Bremer Bank 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.

Mastercard Zero Liability protection (card transactions only)

Your *card* comes with Zero Liability protection for unauthorized transactions that you report promptly. With Zero Liability protection, if your *card* or *card number* is ever lost or stolen and used without your permission, you must tell us immediately. If you do, you will not be responsible for unauthorized transactions made using your *card* or *card number*.

Under your Mastercard Agreement, if you notify us about the unauthorized transaction **within 60 days** of when the first account statement showing the unauthorized transaction was delivered, you will be protected for your losses on the account.

If you notify us about the unauthorized transaction **after 60 days**, we may not reimburse you for unauthorized transactions. You may be required to provide documentation to support your claim, including an affidavit of unauthorized use and a police report. In addition, we will consider whether any negligence on the part of the cardholders has contributed to the transaction in question.

Under your Mastercard Agreement, the following are not considered to be unauthorized transactions under Zero Liability protection, which means you are liable for any transaction:

- by a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account;
- by a person you have authorized to use your *card*, even if that person has exceeded the authority you gave;
- requested or made with fraudulent intent by you or any person acting in concert with you;
- made by us; or
- a merchant has processed in error, or you are unhappy with goods or services you purchased. In these cases, first contact the merchant to resolve the situation.

If you suspect that your *card* has been lost or stolen, or that an unauthorized transaction has been made with the *card* or the *card number* issued to you, notify us as soon as possible by calling 800-908-BANK (2265) or the number listed on your account statement. The sooner you notify us, the sooner we can protect the linked accounts. A delay in reporting the unauthorized transaction may affect your Zero Liability protection, as defined above.

Additional limitations on liability

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 if you had told us within two (2) business days of when you discover the loss of your *card*, code and/or other access means, you will be liable for all 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.

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, call our 24-hour Phone Bank at 800-908-BANK (2265) or write us at Bremer Phone Bank, Bremer Service Center, P.O. Box 1000, Lake Elmo, Minnesota 55042-1000.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Business days

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

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800-908-BANK (2265)

Bremer.com

Member FDIC

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