



# Commercial Cardholder Agreement

## Agreement between Commercial Cardholder and Bremer Bank, National Association

This agreement between you and Bremer Bank, National Association (“Bremer”) outlines the terms governing your utilization of a Bremer commercial charge account (referred to herein as “your account”), whether through the use of a physical card or any other medium. Before initiating any transactions with your account, we strongly recommend a thorough perusal of this agreement.

### ACCOUNT DESCRIPTION

Your account functions as a business-oriented mechanism, permitting the acquisition of goods and services pertaining to the operations of the Account Program Sponsor (typically your employer, an entity you’re engaged in business with, or another authorized organization). This account must not be employed for personal, familial, or household expenses. As this account exclusively serves business purposes, you may not have consumer protection law rights or remedies, including those related to unauthorized charges.

A physical card (referred to as “card”) might have been sent upon request by the Account Program Sponsor. The card remains the property of Bremer, granting Bremer the prerogative to suspend card or account usage without prior notice. Should the Account Program Sponsor or Bremer demand the return of the card, you are obligated to comply.

### ACCEPTANCE OF TERMS

By using your account or endorsing the card, you affirm your acceptance of the terms outlined in this agreement, the Bremer’s Privacy Agreement accessible at [bremer.com/privacy](http://bremer.com/privacy), and any other pertinent documents referenced herein. If you choose to not abide by these terms, cut the card into pieces and discard it.

### TRANSACTION PARAMETERS

The use of your account is permissible solely for purchases directly or indirectly aligned with the interests of the Account Program Sponsor, in accordance with their directives. Bremer or the Account Program Sponsor retain the right to restrict specific types of transactions, including by category, merchant type, or geographical location. The acceptance of a credit card bearing a similar logo by a merchant does not guarantee the compatibility of your account for purchases at said merchant. Bremer bears no responsibility in cases where a merchant refuses to honor your account for a transaction.

It is imperative that your account is not accessed by any unauthorized individuals unless explicitly instructed by the Account Program Sponsor. Furthermore, your account must not be employed for transactions that contravene United States law, irrespective of whether such transactions are permissible at the point of purchase or within the merchant’s jurisdiction. Bremer also reserves the authority to disallow specific charges. Bremer has the authority to disable your account usage in the event of non-compliance with this agreement, cessation of employment with the Account Program Sponsor, or the termination of the contract between Bremer and the Account Program Sponsor.

### BILLING STATEMENT

A statement enumerating all transactions, fees, and other activities on your account during the billing period shall be dispatched to the address Bremer possesses in its records or be accessible through electronic means. In case of an address change, promptly notify Bremer through the customer service number on the card’s rear side, on Bremer’s website [bremer.com](http://bremer.com), or by sending correspondence to Bremer Bank, Commercial Card Support Mail Stop MN-001-74FO at PO Box 1000, Lake Elmo MN 55042.

### FEES

Bremer and the Account Program Sponsor have jointly established the specific fees that may be levied in connection with account usage. These fees may include:

- Cash-advance fee: a percentage of the cash advance amount, up to 2.75% or a minimum of \$2.00
- Foreign transaction fee: up to 2.5%. Applicable to all non-U.S. Dollar charges or transactions made at non-U.S. Dollar merchants, ATMs, or financial institutions.
- Late payment fee: a percentage of the overdue sum, up to 2.5% or a minimum of \$2.00. Bremer reserves the right to impose an additional late-payment fee on each subsequent statement until the outstanding amount is settled.
- Returned payment fee: \$15 for a payment that cannot be processed or is not otherwise honored by Bremer
- Paper statement fee: \$10 per statement
- Card express mail fee: \$25 per card

### LIABILITY FOR CHARGES

The Account Program Sponsor assumes responsibility for all charges and fees related to the account, relieving you of any legal obligation towards Bremer for payment. Nevertheless, the Account Program Sponsor may necessitate reimbursement from you for unauthorized transactions not aligned with their policies.

In the scenario of a third party utilizing your account, it is important to understand that the Account Program Sponsor will be accountable to Bremer for all charges and associated costs, to the extent permitted by law. The Account Program Sponsor’s accountability does not extend to unauthorized charges incurred after Bremer has received notice of a lost, stolen, or compromised card or account to Bremer. Cooperation with Bremer and relevant authorities in investigating losses, theft, or potential unauthorized account use is required, alongside completion of additional documentation if demanded by Bremer.

### CASH ADVANCES

Subject to the Account Program Sponsor’s authorization, cash advances can be obtained through the following methods:

- Presentation of the card at a bank or financial institution accepting the card for this purpose
- Withdrawal of cash from an ATM using the personal identification number (PIN) associated with the card

The cash advance amount (along with a cash-advance fee) will be detailed on the subsequent statement. For cash advance transactions, utilize the PIN linked to the card and ensure the confidentiality of this PIN. Bremer will not assume responsibility if a cash advance is unattainable due to ATM malfunctions, inadequate funds, or other uncontrollable factors.

### FOREIGN TRANSACTIONS

If permitted by the Account Program Sponsor, your account may be used for transactions in foreign currencies. In such cases, the foreign currency value will be converted into U.S. Dollars using the exchange rate established by the applicable card network rules. The exchange rate during transaction processing might differ from the rate on the date of the foreign transaction or the posting date. The total charge for a foreign currency transaction includes (A) the foreign currency amount on the processing date multiplied by (i) a rate chosen by the network from wholesale currency market rates (which may vary from the network’s rate); (ii) the government-mandated rate; or (iii) the rate stipulated by commercial airlines, and (B) a foreign transaction fee of up to 2.5% of part (A)’s sum.

## **DEFAULT STATUS**

Failure to adhere to the terms of this agreement, insolvency, or death will classify you as in default under this agreement. Bremer retains the right to limit or halt account activity upon default, in addition to any other legal remedies available. Bremer holds the authority to transfer your account and associated rights and obligations to another creditor, in line with this agreement.

## **CARD CANCELLATION**

To cancel the card or account, contact Bremer via the customer service number on the back of card or on Bremer's website bremer.com, or send correspondence to Bremer Bank, Commercial Card Support Mail Stop MN-001-74FO at PO Box 1000, Lake Elmo MN 55042. The Account Program Sponsor or Bremer can suspend or cancel the card for any reason by furnishing written notification. Continued card or account use post-cancellation notification might constitute fraudulent behavior, potentially leading to legal action by Bremer. Following account cancellation, ensure the termination of recurring transactions billed to your account or arrange alternative payment methods.

## **RENEWAL AND REPLACEMENT CARDS**

Unless expressly canceled by Bremer, the card remains valid until the last day of the month indicated as the card's expiration date. Bremer will proactively renew or replace the card before the expiration date, unless directed otherwise by you or the Account Program Sponsor.

## **INFORMATION EXCHANGE BETWEEN BREMER AND THE ACCOUNT PROGRAM SPONSOR**

Bremer may share information with the Account Program Sponsor - including your immediate supervisor's details - regarding your account usage and adherence to payment schedules. Bremer might also request information from the Account Program Sponsor regarding your role, workplace, and the reimbursement process for charges made using your account. To facilitate international transaction processing, Bremer may share information about card and account usage with merchants, processors, and service providers.

## **LOST OR STOLEN CARDS OR PINS**

If the card is misplaced, stolen, misused by an unauthorized individual, or you suspect the compromise of your PIN, it's vital to promptly inform Bremer by calling the customer service number on the back of the card or visiting Bremer's website bremer.com. Additionally, follow any instructions provided by the Account Program Sponsor. In case the card is retrieved after reporting its loss or theft, it's recommended to destroy the card for security reasons. The Account Program Sponsor assumes no liability for unauthorized charges following notification of card loss, theft, or unauthorized use to Bremer.

## **SAFEGUARDING YOUR CARD AND PIN**

You hold the authority to select or modify your PIN using our automated phone system. Both the card and PIN are exclusively for your use. Ensuring their security is your responsibility, necessitating:

1. Maintaining card possession and authorizing access only as instructed by the Account Program Sponsor
2. Keeping the card visible during transactions
3. Memorizing the PIN and refraining from writing it down
4. Safeguarding the confidentiality of your PIN
5. Taking necessary precautions during PIN entry, especially at merchants or ATMs
6. Avoiding easily deducible PIN combinations
7. Using unique PINs
8. Changing your PIN promptly if compromised

## **BILLING INQUIRIES**

To contest a charge on your statement, notify Bremer within 60 days of the billing date through the customer service number on the card's reverse side, Bremer's website bremer.com, or in writing to Bremer Bank, Commercial Card Support Mail Stop MN-001-74FO at PO Box 1000, Lake Elmo MN 55042. Include your name, account number, the disputed amount, and the reason for your concern. Should Bremer determine your accountability for the disputed charge or find no evidence of external responsibility, you will be held responsible for the charge.

## **CONSENT TO COMMUNICATIONS**

By providing Bremer with a cellular or wireless device number, you consent to receiving communications at that number. This includes voice messages, text messages, and automated calls from Bremer, its affiliates, and agents. These communications may result in access fees from your cellular provider. Opting out of non-marketing communications is possible upon card activation. This consent applies to present and future numbers, allowing calls for non-marketing purposes.

## **UNAFFILIATED VENDORS**

Bremer may inform you about products and services offered by unaffiliated vendors. Any transactions with these vendors are outside Bremer's liability scope in case of problems or complaints.

## **AMENDING THIS AGREEMENT**

Bremer reserves the right to amend this agreement without requiring your consent. If legally mandated, you will receive written notice of the change. In cases where direct notice isn't required, the Program Administrator for the Account Program Sponsor will relay amended information. Should you disagree with the amendments, provide written notice to Bremer within thirty (30) days from the effective date, cease using the card and account.

## **NO WAIVER**

Acceptance of late, partial, or disputable payments does not impede Bremer's rights under this agreement or the law, nor implies changes to outstanding amounts. Bremer's delay in exercising rights or remedies does not signify waiver, and a waiver granted on one occasion doesn't extend to subsequent instances.

## **GOVERNING LAW**

This agreement is governed by Minnesota law. Account transactions are subject to the rules and bylaws of the entity overseeing charge account issuance and transaction processing. This entity is affiliated with either Mastercard USA or Mastercard International Incorporated.

## **CONCLUDING REMARKS**

This agreement is a legally binding contract, and your compliance with its provisions is required. Both parties acknowledge the receipt and sufficiency of the valuable consideration exchanged for the terms herein.