

DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

BankVista
125 Twin Rivers Court
Sartell, MN 56377

IMPORTANT ACCOUNT OPENING INFORMATION: Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instance we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

INTRODUCTION. In this Deposit Account Agreement and Disclosure, each and all of the depositors are referred to as "you" and "your." The Financial Institution is referred to as "we," "our," and "us." The term "Agreement" means this Deposit Account Agreement and Disclosure, the signature card, a rate and fee schedule (which may be in the form of a Rate and Fee Schedule, Time Certificate of Deposit, or Confirmation of Time Deposit, hereinafter called the "Schedule"), Truth in Savings disclosures, a Funds Availability Policy Disclosure, and an Electronic Funds Transfer Agreement and Disclosure, if it applies. You agree that you received a copy of the Agreement. You agree to the terms of the Agreement. We may change the Agreement from time to time. If we choose, we don't have to collect any fee or charge or enforce the Agreement.

DEPOSIT ACCOUNTS. We may offer a variety of deposit accounts. Each of these accounts is covered by the general terms of the Agreement. Each type of account is also covered by specific terms in the Agreement for that type of account. If you open more than one account, you may receive a Schedule for each account. The Agreement covers all of your accounts with us. You will pay us all overdrafts, fees, charges, and our reasonable costs of collection and attorneys' fees relating to your accounts.

INTEREST. If your Account earns interest, the following information applies: **(A) Payment of Interest.** We will pay interest at the annual rate stated in the Schedule. The Schedule also states how often interest is paid, how often interest is compounded, the balance on which interest is paid, and any minimum balance for the account. **(B) Minimum Balance Requirements.** The Schedule may state a minimum balance that you must keep in your Account. If you don't keep the minimum balance during a certain period, we may choose not to pay interest on your Account and we may charge you a fee for that period. You should review any minimum balance in the Schedule. **(C) Initial Interest Rate.** The initial interest rate is the current annual rate of interest that we will pay on the balance in your Account. We may pay interest at different rates, depending on the amount deposited and the type of depositor (individual, business, non-profit organization, etc.). **(D) Interest Compounding and Crediting.** Your Account has an interest compounding feature if a compounding frequency is stated in the Schedule. Interest compounding generally means that interest is being accrued on earned interest. We may compound interest more often than we pay interest on your Account. **(E) Interest Accrual.** We may accrue interest on your Account more often than we pay interest. For example, we may calculate interest daily and pay interest to your Account monthly or quarterly. The interest that has been calculated, but not paid to the account, is called accrued unpaid interest. **(F) Changes.** We may change the rates and fees according to the Schedule. We also may change any other term of this Agreement.

FEES AND CHARGES. You agree to pay us certain fees and charges for account and banking services, as allowed by law. We may take the fees and charges out of your Account. We also may charge you for other services such as wire transfers of funds and cashier's checks. Some of the fees and charges that we may require you to pay are stated in the Schedule. We may change the fees and charges at any time after notifying you of the changes, as allowed by law.

BALANCE METHODS. As used in this Agreement, the "average daily balance" method means "the application of a periodic rate to the average daily balance in the account for the period, determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period." The "daily balance" method means "the application of a daily periodic rate to the full amount of principal in the account each day."

DEPOSIT RULES. The following terms apply to deposits made to your Account: **(A) Endorsements.** You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, even if these items are not endorsed by any of you. We may add missing endorsements. When you deposit items to your Account, you certify that all endorsements are genuine. You should endorse all checks and other items deposited to your Account payable to the order of us for deposit only, followed by your signature and Account number. We may permit you to deposit an electronic image or other electronic information related to a paper check through a service we provide that allows you to use a device, such as a mobile phone, to create and send to us such electronic image or information electronically. Before capturing an electronic image or electronic information of a paper check, you must endorse the check payable to the order of us "for mobile deposit only", followed by your signature and Account number, or any alternative restrictive endorsement we may allow and communicate to you. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. We may accept items with endorsements that do not follow these rules. If any endorsement causes delay in processing or returning the item for payment, you will be responsible for our loss due to the delay. **(B) Final Payment.** If you deposit any item to your Account that is not cash, we post the deposit to your Account subject to final payment of the item. If we do not receive final payment, or if the amount of any item is charged back to us for any reason, we may charge you or any of your Accounts for the amount of the returned item plus any interest. We may also charge you or any of your Accounts a returned item fee and any other fee that we have to pay. If an item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the item or upon any other generally accepted notification of return of the item, in charging you or any of your Accounts for the amount of the returned item. We may refuse to accept any item for deposit in your Account. **(C) Notice of Stop Payment, Legal Process, or Setoff.** We may refuse to pay any check that we receive on any banking day if we receive a stop payment order or legal process or we setoff against your Account by 4:00 PM of the next banking day. We may pay the check if we receive any information, notice, stop payment order or legal process after that time. Other parts of this Agreement may affect stop payment orders, setoffs and legal process. **(D) Direct Deposits.** We may offer you direct deposit services. These services allow you to receive automatic preauthorized deposits to your Account, such as electronic transfers of Social Security payments or automatic transfers from your other accounts with us. You may cancel any direct deposit or transfer service by notifying us at least 30 days before the next scheduled direct deposit or preauthorized transfer. If any deposited amount is returned to the government for any reason, we may withdraw the amount from your Account. **(E) Crediting of Deposits.** The Funds Availability Policy Disclosure that we give you states our policies on when deposits may be withdrawn. **(F) Substitute Checks and Electronic Files Pertaining to Original Checks.** If you deposit a "substitute check" (as defined in Regulation CC § Section 229.2(aaa)) or a purported substitute check into your Account, you agree to reimburse us for losses, costs and

expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the substitute check resulting from the electronic representation not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic image or electronic information related to a paper check for deposit into your Account, you agree to reimburse us for losses, costs, and expenses we may pay or incur associated with the electronic image or information not meeting applicable standards for such images and/or from duplicate payment associated with the check. **(G) Deposit Discrepancies.** When you make a deposit to your account, we will credit your account for the amount stated on your deposit slip and we may provide you with a deposit receipt. We reserve the right to review the deposit and confirm the amount of funds you deposited but are not required to do so. If after any review we determine that the amount credited to your account is incorrect, we may adjust your account for the amount of the discrepancy but reserve the right not to do so if the discrepancy would not be a disadvantage to you. This may be the case, for example, if the amount credited to your account was more than the amount actually deposited by you. Notwithstanding the foregoing, we are not required to adjust your account unless within one year of the date of your account statement that shows the deposit either you notify us of the discrepancy or we discover it on our own. If you do not notify us of the error or we do not discover it on our own during this notice period, the amount credited to the account will be considered final.

WITHDRAWAL RULES. The following terms apply to withdrawals from your Account: **(A) Manner of Withdrawal.** You may make withdrawals from your Account in any manner that we allow for the type of account that you have opened. Withdrawals by mail are posted to your Account as of the day we process the transaction. We may refuse to pay any check, except for checks that we give you and checks that we approve. Other provisions of the Agreement or the Schedule or applicable law may restrict withdrawals and transfers from your Account. **(B) Withdrawal Restrictions and Overdrafts.** We do not have to allow you to withdraw money from your Account if you don't have enough money in the account to cover the full amount of the withdrawal. If there is enough money to cover some, but not all, of the withdrawals or other debits (such as charges) to your Account, we may post those withdrawals or other debits for which there is enough money in sequential order by check number, from the lowest check number to the highest. If there are insufficient funds available in your Account to cover a withdrawal or debit presented against your Account, this is called an "overdraft". We will handle each overdraft in accordance with our Standard Overdraft Policy (described below) or in accordance with any other agreement you may have with us (such as an overdraft protection agreement). Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. When we determine whether payment of an item will create an overdraft, we may determine the balance of your account at any time between the time we receive the item and the deadline for us to take action on the item. We are not required to determine your account balance more than one (1) time during this period. **(C) Standard Overdraft Policy.** Unless we have agreed to a separate overdraft protection agreement with you, the following rules apply. We are not obligated to pay any overdraft. Subject to the special rules discussed below for transactions at an ATM and one-time debit card transactions, we may assess a service charge on any withdrawal created by check, in-person withdrawal, ATM withdrawal, or other electronic means that results in an overdraft, whether we pay the overdraft or not. If we pay the overdraft, you agree, immediately upon notice from us, to deposit funds sufficient to cover the overdraft plus any service charge we impose. For consumer accounts, we may not impose a service charge in connection with an overdraft that results from a transaction at an ATM or a one-time debit card transaction unless you have given us your consent to pay service charges in connection with overdrafts that result from these transactions and we have sent written confirmation of that consent to you. You may revoke that consent at any time. **(D) Notice Requirements.** Federal regulations allow us to require you to give us at least 7 days notice, in writing, before you make a withdrawal from a savings, negotiable order of withdrawal ("NOW") or money market account. Although we usually pay withdrawals or checks without a 7 day notice on these accounts, doing so does not mean that we give up the right to the notice. **(E) Postdated Items.** If you write a check and date it in the future, it is a postdated check. You will not write a postdated check. If you write a postdated check and the check is presented for payment before the date of the check, we may choose to pay the check or return it unpaid. If we pay the check, we will post the check to your Account on the day we pay the check, even though that date is before the date of the check. We are not responsible for any loss to you by doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to give us reasonable opportunity to act. The notice must be in a record (in writing or electronically), and it must specify the date, amount, and number of the check, along with the name of the payee. The notice must be in a format acceptable to us. Notices are effective for the time periods stated under STOP PAYMENT ORDERS. We may return a postdated check. **(F) Power of Attorney.** A person signing a power of attorney is called a principal. A person who acts for the principal is called the agent. We may refuse to comply with a power of attorney if we have a good reason. Also, we may require an affidavit by the agent stating that the power of attorney form is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the powers of the agent have not been changed or cancelled. **(G) Signatures.** We may use the signature on your signature card to verify the signatures on items drawn on your Account. We may store the signature card information and signature in any reasonable form, including any digitized signature capture process. If you use any facsimile signature device, you must give us a sample of the signature. You agree to be responsible for any liability we may have that results from the use of any facsimile signature device, including attorneys' fees and legal expenses. **(H) Preauthorized Drafts.** If we are unable to enforce presentment and transfer warranties on remotely created checks under Regulation CC, then if you voluntarily give information about your Account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you. **(I) Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. The merchant or other payee uses the check information, along with the transaction amount, to initiate an ACH debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant or payee's account. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. A description of the transaction will appear on your statement from us. Checks used in these types of transactions will not be returned with your statement. This type of electronic funds transfer from a consumer account is governed by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosure(s). **(J) Re-presented Checks.** If a merchant electronically re-presents a check returned due to insufficient or uncollected funds, that transaction is not covered by the Electronic Funds Transfer Act. Checks involved in this type of transaction will not be included with your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check. If a merchant electronically collects a fee associated with the re-presentation of a check, the fee transaction is covered by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosures if the fee is debited as an electronic funds transfer from a consumer account. A description of the transaction will appear on your statement. **(K) Check Legends.** We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Void after 90 Days," "Paid in Full," "Two Signatures Required," "Void Over \$100" or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems. We may agree to adhere to extraneous legends if you notify us of such legends and we have agreed in writing to honor such legends.

CHECKING ACCOUNTS. If your account is a checking account, the following terms may apply. If we offer NOW accounts, the account must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, or a governmental unit, but not professional corporations or business partnerships. A NOW account may also be held by a for profit organization

serving in a fiduciary or trustee capacity for an entity that is itself permitted to hold a NOW account. Otherwise, an organization may hold a NOW account only if it is operated primarily for religious, philanthropic, charitable, educational, or other similar purpose.

SAVINGS ACCOUNTS. If your account is an interest bearing account and is not a NOW account or time deposit, the following terms may apply.

(A) Transfers and Withdrawals. If your Account is a money market or savings account, federal law requires us to limit you to no more than 6 preauthorized transfers in any calendar month, statement cycle (the period from one statement to the next) or similar period. Preauthorized transfers are transfers or withdrawals which you have authorized in advance to transfer money from your Account to someone else or to another account that you have with us. Preauthorized transfers include: (1) Transfers by check, draft, debit card, or other instrument paid to someone else. (2) Transfers to someone else that you ask for over the telephone. (3) Withdrawals by preauthorized or automatic transfer to someone else. **(B) Excess Transactions.** If you have more than the maximum number of transfers or withdrawals from your money market or your savings account, we can close your Account after giving you any notice and place the funds in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account, as required by federal law. Except for preauthorized transfers or withdrawals, you can make unlimited withdrawals from your account. You can do this in person at our office, by mail, messenger, telephone (by check mailed to you), or use of an ATM card (if you have one). This includes payments to you and transfers from your Account to another deposit or loan account that you have with us.

TIME DEPOSITS. If your Account is a time deposit, you agree to keep the money on deposit until maturity of your Account. If you withdraw any of the money before maturity, you may have to pay an early withdrawal penalty. We will consider your request for withdrawal before maturity. If we let you withdraw funds before maturity, the penalty in the Schedule will apply. **(A) Penalty.** By paying an early withdrawal penalty, you forfeit part of the interest that has been earned or would be earned on your Account. If your Account has not earned enough interest, or if the interest has been paid, we take the difference from the principal amount of your Account. For fixed rate accounts, we use the rate on your deposit. **(B) Exceptions.** We may let you withdraw money from your Account before the maturity date without an early withdrawal penalty: (1) when one or more of you dies or is ruled legally incompetent by a court or government body; (2) when the account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the funds are paid within 7 days after the account is opened; or (3) when the account is a Keogh Plan, if you forfeit at least the interest earned on the withdrawn funds; or (4) for a time deposit that is an IRA or Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within a certain grace period (if any).

STOP PAYMENT ORDERS. You may order us to stop payment of any check, automated clearing house/pre-authorized electronic funds transfer ("ACH/EFT"), or other item on your Account. Your right to stop payment may be limited. You may not stop payment of a certified check, a cashier's check, or a teller's check. Also, you may not stop payment of any item that is covered by a separate agreement, such as a check guarantee agreement. **(A) When Stop Payment Order is Effective.** You may not stop payment of an item after we have paid or accepted the item. Your order is effective only if we receive it soon enough to give us a reasonable time to act on it. If we receive a stop payment order, it does not mean that we have a reasonable time to act on it. **(B) How Long Does a Stop Payment Last for a Check.** A stop payment order is effective for 6 months. But an oral order is effective for 14 days unless you confirm it in writing or electronically within that time. During the 6 month period, you may renew a stop payment order for another 6 months by notifying us in writing or electronically. Your order and any writing and electronic message must be in a format that is acceptable to us. **(C) How Long Does a Stop Payment Last for an ACH/EFT.** A stop payment order against an ACH/EFT is effective until the earlier of: (i) you withdraw the stop payment order, or (ii) the debit entry is returned, or, where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. We may require you to provide us written confirmation of a verbal stop order request against an ACH/EFT within fourteen (14) calendar days. Additionally, if you request us to stop all future payments pursuant to a specific ACH/EFT authorization involving a particular party, we may require you to confirm in writing that you have revoked such authorization. **(D) Content of a Stop Payment Order.** Your stop payment order must contain the date, the amount, and the number of the item, and the name of the payee. If you give us incorrect or incomplete information, we are not responsible for failing to stop payment.

Based upon the type of account ownership that you have designated, the following terms and conditions apply.

SINGLE-PARTY ACCOUNTS. An account in the name of only one person as Account Holder is a Single-Party Account. Only that person may write checks on the Account or withdraw money. It does not matter who really owns the money in the Account. At the death of that person, ownership passes as part of the person's estate.

MULTIPLE-PARTY ACCOUNTS. This section pertains to Multiple-Party Accounts. An account with two or more Account Holders is a Multiple-Party Account. These accounts are also called joint Accounts and the Account Holders of these accounts are also called joint Account Holders.

(A) Multiple-Party Account With Right of Survivorship. If your Account is a Multiple-Party Account with right of survivorship, at the death of one of the joint Account Holders, the decedent's ownership interest in the Account will immediately pass to the other Account Holders unless there is a different disposition made by a valid will specifically referring to this Account. After the death of one of the joint Account Holders, the right of survivorship continues between the surviving Account Holders.

(B) Multiple-Party Account Without Right of Survivorship. If your Account is a Multiple-Party Account without right of survivorship, at the death of an Account Holder the deceased Account Holder's ownership interest passes as part of the deceased Account Holder's estate.

EACH JOINT ACCOUNT HOLDER INTENDS THAT EACH OF THEM BE FULL OWNERS OF ALL OF THE FUNDS IN THE ACCOUNT, IRRESPECTIVE OF WHO CONTRIBUTED THE FUNDS IN THE ACCOUNT. Each joint Account Holder, without the consent of any other Account Holder, may make any transaction allowed under the Agreement, including the following: (1) withdraw all or any part of the money in the Account; (2) pledge the Account as collateral to us for any obligation; (3) endorse and deposit checks and other items payable to any joint Account Holder; (4) give stop payment orders on any item, even if the item was drawn by someone else; (5) to consent to or revoke consent to payment of service charges on overdrafts that result from ATM transactions or one-time debit card transactions under the Standard Overdraft Policy; and (6) close the account, and decide how to pay the money in the Account. Any joint Account Holder may act for the other Account Holder(s). We may accept orders and instructions regarding the Account from any joint Account Holder. If we believe that there may be a dispute between joint Account Holders or if we receive inconsistent instructions, we may suspend or close the Account (after giving any notice required by law), we may require a court order to act, and we may require that all joint Account Holders agree in writing to any transaction concerning the Account.

Your obligations under the Agreement are joint and several. This means that each joint Account Holder is fully and personally obligated under the Agreement for all of your obligations. This includes liability to us for overdrafts and account charges. Each joint Account Holder is liable for all overdrafts and account charges, even if only one Account Holder caused this to happen, knew about it, or received a benefit from any overdraft or account charges. Also, we may use our right of setoff against the Account. The right of setoff is explained in the Agreement.

(C) Totten Trust Account. A Totten Trust Account is an information trust account, without a written trust agreement. The trustee is the owner of the Account. The beneficiaries have no right to any funds in the Account while the trustee is living. As the owner of the Account, the trustee may withdraw money from the Account. Also, the trustee may change the beneficiary by notifying us in writing. When the trustee dies, the Account is owned by the named beneficiary or beneficiaries. If the Totten Trust Account is held by more than one trustee, the trustees are covered by the above rules for Multiple-Party Accounts. If there is no surviving beneficiary when the last trustee dies, state law will determine who owns the money in the Account.

(D) P.O.D. Account. A Payable on Death (P.O.D.) Account is an account payable to the Account Holder during his or her lifetime. As the owner of the Account, the Account Holder may withdraw money from the Account. Also the Account Holder may change the P.O.D. payee on the Account. When the Account Holder dies, the Account is owned by the P.O.D. payees. If the P.O.D. Account is held by more than one person, each Account Holder is covered by the above rules for Multiple-Party Accounts. If there is no surviving P.O.D. payee when the last Account Holder dies, state law will determine who owns the money in the Account.

ADDITIONAL ACCOUNT TYPES. This section applies to other deposit account types:

(A) Formal Trust Account. A Formal Trust Account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. The trustees must give us a copy of any trust agreement or a Certification of Trust if we ask for it. We act only as a custodian of the trust funds. We are not required to act as a trustee or to ask about the powers or duties of any trustee.

(B) Uniform Transfer to Minors. If you open the Account as a custodian for a minor beneficiary under the state's Uniform Transfers to Minors Act or Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You may not pledge the Account as collateral for any loan to you. We will hold all deposits in the Account only for the benefit of the minor.

(C) Representative Payee Accounts. A Representative Payee Account is a type of fiduciary account in which a representative payee (appointed by the Social Security Administration) manages Social Security and Supplemental Security funds received on behalf of a beneficiary. The representative payee must provide us with copies of documents from the Social Security Administration showing that the representative payee is the representative payee for the Account Holder. We may require other forms showing that the representative payee is allowed to act for the Account Holder. The representative payee does not have an ownership interest in the Account funds. The representative payee does not have a right of survivorship in the Account on the death of the Account Holder. We act only as custodian of the funds. We are not required to act as a trustee or to ask about the powers or duties that the representative payee may have.

(D) Agency Account. An Agency Account is an account with money deposited and withdrawn by an Agent. The owner of the funds chooses the Agent. The Agent has the right to deposit and withdraw money, but does not own the account. An Agency Account can be cancelled at any time by notifying us in writing. An Agent may be used with one of the other types of account.

(E) Business Accounts. If the Account is not owned by a natural person, the Account Holder must give us a form that shows who can sign for the Account Holder. This applies to corporations, partnerships, sole proprietorships, associations, and similar organizations.

(F) Attorney Client Trust Subject to applicable law, an Attorney Client Trust or IOLTA Trust Account is an account set up by an attorney or law firm to hold client or third party funds in trust, separate from the attorney's or law firm's funds. Upon our request, the authorized signers for an Attorney Client Trust or IOLTA Trust Account will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the account agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account. Additional account terms are governed by a separate agreement. If this is an IOLTA Trust Account, we will not permit the lawyer or law firm to receive the interest. The interest (minus applicable fees) on an IOLTA Trust Account will be remitted to the Minnesota Judicial Branch Finance Department, pursuant to your instructions and at your request. IOLTA Trust Accounts are used to hold an attorney's or law firm's client funds that are nominal in amount or held for short periods of time.

(G) Real Estate Broker Client Trust Accounts A real estate broker may open account(s) to hold client or third party funds in trust apart from the broker's other funds. We act only as a custodian of the trust funds. We are not required to act as a trustee or to ask about the powers or duties of any broker as trustee. Upon our request, the broker will give us any documents required by law and/or real estate professional rules. This category of account includes Housing Trust Fund Client Trust Accounts.

(H) Government/Municipal/Public Funds Accounts. This type of account is owned by a government or public entity. For this type of account, you must give us a form that lists us as a depository for the funds of the government or public entity. Also, the form must say who can sign for the government or public entity account holder. If required by law, you agree to enter into a Collateral Security Agreement regarding this type of account.

(I) Health Savings Account. A Health Savings Account (HSA) is a tax preferred account that you agree: a) you are eligible to open and maintain, b) to notify us when you are no longer eligible to maintain, c) will be used for contributions, withdrawals, and earnings for qualified medical expenses or as allowed by law, and d) you will execute and comply with the terms and conditions in the Health Savings Account Trust or Custodial Agreement. Consult your tax advisor about the tax treatment of contributions, withdrawals and earnings.

FINANCIAL INSTITUTION LIABILITY. If we do not properly complete a transaction according to the Agreement, we are not liable for losses or damages greater than the amount of the transaction, or if money in your Account is affected by some legal process or other claim. We are not liable for consequential damages (indirect losses or injuries that result from an act). When we receive items from you for withdrawal or deposit, we are acting only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. If any deposited item is lost in the collection process, we may reverse credit for the deposited item or charge your Account for the item.

RIGHT OF SETOFF. We may use our right of setoff against any or all of your accounts (except IRA, HSA, Keogh plan and Trust Accounts) without notice, if allowed by law. This means that we may charge your deposit accounts for any of your liabilities or debts to us. If the Account is a joint account, we may set off against the entire balance of the Account, irrespective of who contributed the funds to the Account, as well as against any and all accounts of each Account Holder, even though only one joint Account Holder owes us money. We may not exercise our right of setoff or security interest if prohibited by the Military Lending Act.

DORMANT ACCOUNTS. Your Account is dormant if you have not made a withdrawal from it or deposit to it for a long period of time and we have been unable to reach you. If your Account is dormant, we may, if allowed by law, charge a dormant account fee on your Account. Your Account is abandoned if you have not made a deposit or withdrawal and we have had no contact with you for a period of years set by the state law. Funds in abandoned accounts will be sent to a state agency, in accordance with state law. After the funds have been sent to the state, we are not responsible for them. If you choose to reclaim the funds, you may apply to the state agency. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law.

ACCOUNT STATEMENTS. You are responsible for promptly examining each account statement and reporting any problems to us. Each account statement will be considered to correctly reflect your transactions, such as deposits, withdrawals, credits, refunds, imposition of fees, interest or dividends, and other additions and subtractions to your Account, unless you notify us in writing within certain time limits after the statement that incorrectly reflects your transactions is made available to you. We will not be liable for any altered check or any check with a forged signature unless you notify us within 30 calendar days after the statement and the altered or forged item(s) are made available. We are also not liable for any later items paid in good faith containing an unauthorized signature or alteration by the same person unless you notify us within 10 calendar days after the statement and the first altered or forged item were made available. You must report any other Account problem including errors involving additions or subtractions (debits and credits) not otherwise covered herein, including electronic transactions

not covered by the Electronic Fund Transfer Act, within 60 calendar days. If the suspected account problem involves a substitute check that you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification timeframes. See the Substitute Check Policy Disclosure (if applicable) for further information. If you have asked us to hold your Account statements, we may mail them to you if you have not claimed them within 30 calendar days. We might not return the original checks to you with your statement. If we keep the checks, it does not change or reduce your responsibility to examine your statements, or change the time limits for notifying us of any errors.

WHOLESALE WIRE AND ACH TRANSACTIONS. From time to time you may be a party to an Automated Clearing House ("ACH") entry or a wholesale (wire) funds transfer which may be credited to your Account. The Uniform Commercial Code Article 4A governs wholesale wire transfers as well as any commercial ACH credit entry and any consumer ACH credit entry excluded from the Electronic Funds Transfer Act. The Electronic Funds Transfer Agreement and Disclosure provided to you (if applicable) reflects our policies relating to the electronic funds transfers governed by the Electronic Funds Transfer Act.

(A) Provisional Payment. Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

(B) Notice of Receipt. We will notify you of the receipt of payments in the periodic account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item.

UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED. If you are a commercial customer, you certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your Account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement.

NOTICES. The following terms apply to notices relating to your Account. **(A) Notice of Amendments.** We may change the terms and conditions of the Agreement from time to time. We will notify you of any changes to the Agreement, if required by law. By using the Account after we notify you, you agree to all changes. We will send notices to the most recent address shown on our records for your Account. Notice to only one of you is required for a joint account. **(B) Account Changes.** Any account holder or person authorized to sign on an account is required to notify us in writing if any account holder or other person authorized to sign on an account dies or is declared incompetent by a court. You are responsible for notifying us of any change in your address or your name. We are required to pay items drawn only on the listed Account name. We are required to try to communicate with you only at the most recent address you have given to us.

ACCOUNT TERMINATION. We or you may close your Account at any time without reason. Before we close your Account, we will give you notice required by law. If we close your Account, we will send the balance on deposit to your most recent address shown on our records. When an interest bearing account is closed, there may be accrued interest that has not been credited to the account. In that case, we will pay you the interest UNLESS we have told you otherwise. You may close your Account by notifying us in writing. We are not responsible for payment of any check, withdrawal, or other item once your Account is closed.

GOVERNING LAW. The Agreement is governed by all applicable federal laws and regulations and laws and regulations of the state of Minnesota in which we are located and any local clearinghouse rules. You understand that we have to comply with these laws, regulations and rules. If the Agreement is not consistent with any law, regulation or rule, then the law, regulation or rule will govern.

FEES AND EXPENSES. If there is a legal action, or if there is a dispute involving your Account, you agree to pay us our reasonable attorneys' fees, legal expenses and costs, if allowed by law. This includes those fees, expenses and costs on any appeal. You also agree that we may deduct all of the fees, expenses and costs from your Account, or we may bill you. We do not have to notify you before we deduct those amounts from your Account.

SYSTEMS AND SOFTWARE. We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

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 person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

CREDIT VERIFICATION. We may request and obtain one or more credit reports and other information about you from one or more credit reporting agencies or financial institutions so we can consider your Account application, or review or collect your Account, or for any other legitimate business purpose.

MISCELLANEOUS PROVISIONS. If you or your Account are involved in any legal action, your use of the Account may be limited. You agree not to use the Account in any illegal activity. We may comply with any court order or other legal process that we receive. We will not be liable to you if we do so. Our managers may listen to your telephone conversations with us to make sure that you are treated accurately, courteously and fairly. If you ask us to follow instructions that we believe may expose us to claim, action, suit, expense, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection. An example of the kind of protection we may request would be your promise to defend us against such exposure and to pay all of our legal fees and costs for the defense. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds that any provision of the Agreement is invalid or cannot be enforced, the rest of the Agreement will not be affected. If allowed by law, the invalid or unenforceable provision will be automatically changed so that it is enforceable or valid. If it cannot be made valid and enforceable, it will be automatically deleted from the Agreement. All other provisions of the Agreement will remain valid and enforceable.

Member
FDIC