

## COMMERCIAL DEPOSIT ACCOUNT AGREEMENT

**TERMS.** In this agreement 'you,' 'your,' and 'yours' mean Depositor. 'We,' 'our,' 'ours,' 'us,' and 'Bank,' mean NORTHERN INTERSTATE BANK, N.A.. Unless the context clearly requires otherwise, a singular term includes the plural and vice versa, and a word of one gender includes the other. 'Item' is any check, draft, or order for the payment of money, oral or written, in electronic or other form. 'Business day' is any day we are open for carrying on substantially all of our banking business other than Saturday, Sunday, or Federal Reserve Bank holiday. 'Such as' means the terms that follow are merely examples and are not intended to limit the possibilities. 'This agreement' means this document and any of the following, periodically amended, that we give you: fee schedule(s), Funds Availability Disclosure, the signature card, and any agreement for banking services connected with this account.

**BINDING AGREEMENT.** You have read this agreement and understand it is binding between you and us for a deposit account ('the Account').

**ACCOUNT TYPE.** If a savings or NOW account, we reserve the right to require seven days' written notice before any withdrawal. If a negotiable order of withdrawal (NOW) account, if any entity not allowed by federal regulations to have such an account becomes an owner, we will convert the account into a checking or savings account. If it is a savings or money market account, you may make no more than six preauthorized withdrawals, automatic or telephonic transfers, checks, drafts, and debit card and similar transactions from your account per month or statement cycle.

**SEVERABILITY.** If the courts determine that any part of this agreement is illegal or unenforceable, you agree that the remainder will be enforced and the offending provision changed to make it enforceable.

**LAW, JURISDICTION AND VENUE.** The laws of Michigan govern this agreement. The courts of that state will have jurisdiction of any dispute in connection with this agreement. You agree that venue will be proper in the courts in the county and city of our office where your representatives signed or delivered this agreement.

**WAIVER OF JURY TRIAL.** You waive your right to a jury trial in any dispute with us. Such disputes may be tried before a judge only.

**WAIVER OF CLASS ACTIONS.** You agree that the transactions of each depositor of this bank arises from a unique relationship between the bank and its depositor such that damages that may arise as a result of a violation or alleged violation of this agreement or the laws and regulations governing this agreement are not the same for all depositors and therefore not appropriate for class action treatment. YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THIS BANK EITHER AS A MEMBER OF A PUTATIVE CLASS OR AS LEAD PLAINTIFF IN ANY DISPUTE AGAINST THE BANK.

**ARBITRATION.** You or we may require that any controversy or claim relating to this agreement, or breach of it, be resolved through arbitration administered by the American Arbitration Association under its commercial rules. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

**CHANGES.** We can change any term of this agreement by giving you notice as required by law. If the law does not require a particular type or period of notice, we can post the change in our lobby or other public area for five days before it takes effect. If you use the Account after the effective date of a change, that indicates your acceptance of the change.

**ACCOUNT CLOSING.** You or we may close the Account at any time without cause. We can close it without notice to you if we reasonably believe it will prevent loss to us or that you have violated this agreement. You will pay fees and costs for closing the Account, as well as any outstanding items. Our rights and your obligations survive any closing of the Account or cancellation of this agreement. You will not claim we wrongfully dishonored any items we return unpaid on or after the day the Account was closed.

**DELISTING.** If any of your shares or other equity interests are, or ever become, listed for trading on any securities exchange or the National Association of Securities Dealers Automated Quotation (NASDAQ) system, you will notify us immediately in writing upon their delisting or suspension of trading.

**NOTICES.** We can send you communication at the last address you gave us in writing. You will send us communication at our address in this agreement. The postmark or postage meter date, except where this agreement requires that something be 'actually received,' indicates when communication occurred. You will notify us immediately of any change in name, address, telephone number, or taxpayer identification number.

**NO ASSIGNMENT.** You understand that neither the Account nor your rights under this agreement can be assigned without our written permission. Your successors and assigns are bound by this agreement. Any actual or purported assignment is subject to our right of setoff.

**EXPENSES.** You will pay expenses we incur in good faith related to this agreement, such as fees on items sent for collection, foreign exchange charges, and unreimbursed research and copying fees when someone requires records about your relationship, and attorneys' fees we incur in good faith because of concerns about the Account, whether or not litigation has begun, and such fees through trial and all appeals, plus court costs. You also agree to pay any expense that we incur, including attorneys' fees in responding to any subpoena, writ, government agency or judicial order, search warrant, or other order which we may be required to respond to regarding your Account or your relationship with us.

**INDEMNIFICATION.** You will indemnify us against, and hold us harmless from, any and all losses, damages, costs, and attorney fees that we incur because of your failure to abide by any of the terms of this agreement.

**NO WAIVER.** Our failure to insist on your strict performance of any obligation under this agreement will not create any duty on our part to continue to do so. You will not claim that we waived our right to insist on proper performance.

**OUR RIGHTS.** Our rights under this agreement are cumulative, not exclusive. We can exercise any of them without giving up the right to exercise others.

**RECORDING.** You give permission to record your communications with us. You will make your staff aware of this permission, and obtain (and produce on request) consents to such recording from any of them who may contact us about your business.

**SETOFF.** You grant us the right to apply the Account balance to the payment of any debt that you owe us by maturity, default, acceleration, or other method, including direct obligations, such as cashed items charged back, promissory notes and agreements (including this one), and indirect obligations, such as guarantees and endorsements.

**LEGAL PROCESS.** If you or the Account are ever involved in a legal proceeding, such as divorce, garnishment, levy, or attachment, you will not hold us responsible for any damage you suffer from our actions in good faith reliance on any order or legal process. Any garnishment, levy, or attachment is subject to our right of setoff. If a bankruptcy or similar proceeding is filed by or against you, we can place an administrative hold on part or all of the balance while we seek to have the automatic stay lifted.

**NO ACTIVITY.** You understand that if you do not generate any transactions for 365 days, we can charge dormancy fees unless specifically forbidden by law. You understand if the lack of activity continues for the period set by abandoned property law, we will pay the balance to the state.

**AUTHORITY.** You will not grant anyone authority to conduct business with us on your behalf until we have reviewed the terms of authorization and have given you written acceptance. This includes authority such as power of attorney, bill-paying arrangement, or other method. You will not claim that we wrongfully dishonored items presented to us before we accepted the authorization. If you have not given us the proposed authorization for advance review, we can, in good faith, honor items and instructions from the

person you authorized. You will not hold us responsible if someone you authorized misapplies your money. You assume all risk of improper acts by such person. We can consider an authorization valid until we actually receive written revocation and have had reasonable time to review and act upon it. If we accept an authority, we may revoke our acceptance of that authority at any time at our discretion. If you voluntarily disclose information about the Account that would permit someone to initiate a debit to the Account (such as account number, bank routing number, and next unused check number) to someone who wants to sell you goods or services, then you will be deemed to have authorized us to pay any debit to your Account that persons initiate.

**CHECKS.** You will not write a postdated check without giving us written notice, describing the check with reasonable certainty, at least five business days before you write the check. If you do not give us notice, we can pay the check when it reaches us, regardless of the date. You will use only approved checks and deposit slips. You will not attempt to create a 'substitute check' for deposit into the account without obtaining our express written consent in advance. You will not write a check using ink of a color or type that is not legible when imaged or copied. You will not deposit any check that was written in such ink, or that has any other features that would prevent it from being imaged or copied clearly and completely. You will verify your name, address, telephone, and the numbers in the magnetic ink character line across the bottom of the face of each document in each order of checks and deposit slips. If there is an error, you will not use the affected documents, but will notify us and the printer immediately. You will not hold us responsible for any amount beyond the replacement cost of the order (provided the checks were ordered through us). If we safekeep your cancelled checks and other items, we may destroy the originals and keep electronic or other images after a reasonable time has elapsed. We can destroy the images after a further reasonable time. Our sending your statement or making it available will be the same for all purposes as though we had included the cancelled checks and other items with the statement.

**ORDER OF PAYMENT.** You understand that when two or more checks are presented for payment on the same day, the law allows us to pay them in any order. For now, we have chosen to pay them in check serial number order. This means, for example, that we will pay check number 1042 before check number 1043. We can, in good faith, choose a different order of payment after giving you any legally required notice.

**EXAMINATION OF ITEMS.** You do not require us to comply with any restrictive legend on any item such as, 'void if not cashed within 90 days,' 'payment in full,' or other marking that is not one of the following: drawee bank name and location, payee name, endorser name, drawer signature, and the magnetic ink characters across the bottom front of the item. You will not hold us responsible for any late return caused by an endorsement stamp or other marking outside the area allowed for it by law. You will not claim that we failed to exercise ordinary care because our procedures do not require sight examination of each item with an amount below a figure we set periodically.

**SIGNATURES TO COME.** If you asked us to create the Account for multiple authorized signers, we can limit your use of the Account until all have signed.

**LAWS, REGULATIONS.** We are subject to extremely detailed laws and regulations. You will not hold us liable for anything we do or decline to do based on a good faith belief that it is required by law or regulation. Some laws allow parties to 'contract out' of the law's provisions and establish their own rules. You intend this agreement to do that whenever a term of this agreement conflicts with such a law. You will abide by the rules of any clearinghouse or automated clearinghouse that handles any part of a transaction.

**UNLAWFUL INTERNET GAMBLING TRANSACTIONS.** You understand that unlawful Internet gambling transactions that are prohibited under the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG ("restricted transactions") are prohibited from being processed through this account and your relationship with us. You agree to notify us immediately if you engage in any Internet gambling activities.

**LIABILITY LIMIT.** You will not hold us responsible for loss caused by an event beyond our control, such as war, terrorism, riot, labor trouble, natural disaster, computer problem, loss of electric power, communications, or transport. If we do not process a transaction in accordance with the terms of this agreement, our maximum liability shall be the amount of the transaction. In no circumstance will we be responsible for consequential damages for any action that we take or fail to take in regard to the Account.

**DEPOSITED ITEMS.** You understand all deposits are subject to verification and correction. We can accept an item for deposit or collection only, refuse, or return it. In receiving items we are acting only as your agent. We have no responsibility beyond ordinary care. You will not hold us responsible for default or negligence of our correspondents or for loss of items in transit. Each correspondent we use will be liable only for its own negligence. If we give you credit for an item, we can revoke it if the item is not paid. Items deposited by mail will not be considered received until we actually receive them. You will not hold us responsible for loss of any item until we have received it under this standard. If an item requiring endorsement is deposited without it, you authorize, but do not require, us to supply the missing endorsement. You will reimburse us for loss or expense we incur because of any missing endorsement, whether yours or another's, on a deposited item. If we do not process a transaction in accordance with the terms of this agreement, our maximum liability shall be the amount of the transaction. In no circumstance will we be responsible for consequential damages for any action that we take or fail to take in regard to the Account. We do not have to notify you of any nonrecurring ACH credits to the Account.

**REMOTELY CREATED CHECKS.** If you deposit any "remotely created check," as defined in Federal Reserve Regulation CC, then you represent and warrant to us that the holder of the account upon which it is drawn authorized the issuance of that check for the amount and to the payee shown on the check. If anyone claims otherwise, you agree that we may immediately charge the amount of such check, plus any claimed interest, costs, and damages, against the Account. If there are insufficient collected funds in the Account to cover the amount of that charge, you agree that we may charge any other deposit accounts you have with us, or offset against any other amount we owe you. You agree to indemnify us against, and hold us harmless from, any and all such claims, including consequential and punitive damages, and our own reasonable attorney fees and costs in investigating and responding to such claims, whether or not litigation results.

**WIRE TRANSFER NOTICES.** You agree that we are not required to notify you of any incoming wire transfer or other electronic transfer of funds into the Account. You agree that any notice of such a transfer that we may give you shall not impose any duty on us to notify you of any other such transfer.

**AUTOMATED CLEARING HOUSE TRANSACTIONS.** Credit given by us to you with respect to an automated clearing house "ACH" credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payment in the periodic statement we provide you. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses "ACH" and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York, unless we have otherwise specified in a separate agreement with you that the law of some other state shall govern.

**FOREIGN ITEMS.** If an item payable at a foreign bank or in a foreign currency is deposited, you will be responsible for all collection charges and exchange rate risk on it. You understand that we will not credit such a deposit until receiving the proceeds in United States currency.

**RETURNED ITEMS.** We can charge for the amount of any deposited item that is returned unpaid. We can reprocess the item, but you do not require it. We can process a copy, electronic entry, or other evidence of the returned item instead of the original. You waive presentment, notice of dishonor, and protest.

**'STALE' ITEMS.** We can pay an item presented to us more than six months after the date on the item, but you do not require it. If you do not want us to pay such an item, you will place a stop payment on it.

**STOP PAYMENTS.** If you want us to stop payment on a check, you will provide the check number, date, payee name, and exact amount. You understand that if either the check number or the amount is not exact, our check processing equipment may not catch the check in time; you will not hold us responsible. If you telephone your stop payment, you will confirm it in writing on our form within 14 days. We will have reasonable time to act on any stop payment. You understand that a stop payment expires in six months. You will place a new stop payment if you do not want us to pay the check after the previous one expires.

**BANK STATEMENTS.** You will assign the duty to examine any paid items and reconcile bank statements to someone with no authority to perform transactions. You will promptly examine and reconcile each statement we send or make available. You will notify us immediately of any problem, such as forgery, unauthorized endorsement or debit, alteration or encoding error which results in a wrong amount being either credited or debited from your account that you find or reasonably should have found. If you do not notify us within 60 days after we sent or made available the earliest statement that gave an indication of the problem you will be responsible for any loss that your notifying us could have prevented unless you can establish that we failed to exercise ordinary care and that failure substantially contributed to the loss or that we did not act in good faith. Notwithstanding the above, if you fail to report any problem with your statement including a forgery, unauthorized endorsement, debit, alteration or encoding error within

365 days of when we send your statement or make it available to you the loss will be entirely yours and you can not assert a claim against the bank regardless of whether we exercised ordinary reasonable care with respect to the item paid.

**OVERDRAFTS.** We do not have to let you overdraw the Account. If we ever do, that does not mean we must continue to do so. You do not expect notice of an overdraft beyond any normal periodic statement.

**CREDIT REPORTS.** You authorize us to obtain reports about you periodically from organizations such as credit reporting agencies, check reporting services, and other entities, and to provide them information.

**INCOMPLETE ITEMS.** If an authorized signer signs a check or authorizes any item that is not completed, you will not hold us responsible for paying it as completed by anyone unless we actually know it was completed in an unauthorized way.

**DISPUTED AUTHORITY.** If anyone claims ownership over funds, and we have a good faith doubt about whether to recognize the claim, we can hold some or all of the balance until the claim is finally resolved. We can pay some or all of the balance into court in an interpleader or other action to determine ownership. You will not claim that we wrongfully dishonored items that were presented to us while such a dispute was pending.

**OTHER SERVICES.** If you want services from us that are not covered by this agreement, you will sign an agreement with us for those services.

**CASHING YOUR CHECKS.** Before we allow a person to cash an item, we can require identification, such as a driver's license or passport. We can secure further identification by methods such as photography, fingerprinting, and other biometric or technological means. If the person does not provide or permit identification, we can decline to cash the item and you will not claim that we wrongfully dishonored it.