

Mobiliti™ Mobile Deposit Agreement

Depositor agrees to the terms and conditions of this Mobiliti™ Mobile Deposit Agreement and also agrees to changes of these terms and conditions from time to time. Depositor also acknowledges receipt of a copy of this Mobiliti™ Mobile Deposit agreement along with all other applicable disclosures.

Signature: _____

Date: _____

Printed Name: _____

We may need to periodically contact you about your deposit or the Service. Please provide the best contact information for you below:

Form of Communication	Best Contact Method
Mobile Phone Number:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Email Address:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other: (Please specify)	<input type="checkbox"/> Yes <input type="checkbox"/> No

Your daily check limit will be \$2,500.00 and daily deposit limit \$2,500.00 unless we change your limit. You will be notified by the best contact method as indicated above of a change to your approved check limit and daily limit once it is established.

You must endorse the check you are depositing correctly as follows:

“For Mobile Deposit Only to SSB, MM/DD/YYYY and your signature”

Failure to properly endorse the check properly will result in a rejected deposit and you will have to redeposit the check with corrected endorsement.

Please notify the Bank with any changes to your contact information as soon as possible. This is important as we will only use the current available contact information for communications about this product. The Bank will not be held liable for any missed communications due to misinformation.



Please sign and return this form to:

Security State Bank of Aitkin
Attn. Personal Banker
402 Minnesota Ave N Aitkin, MN 56431

Or scan and fax to 218.927.2188
Or scan and email to
customerservice@ssbm.com

Mobiliti[®] Mobile Deposit Agreement

1. Services and Service Terms. The following terms and conditions apply to the Services for Mobiliti[®] Mobile Deposit (“MMD”) that Security State Bank of Aitkin (“Bank”) may provide to Depositor. Depositor acknowledges and agrees that the Services or any portion of the Services may be provided by one or more subcontractors. The provisions of Bank’s End User Terms and Depository Agreement and Disclosure (“Deposit Agreement”) and applicable service terms are incorporated into this Agreement by this reference. Capitalized terms used herein and not otherwise defined shall have the same meaning specified in the Deposit Agreement. In event of conflict among this Agreement and any other agreements between Bank and Depositor, including the Deposit Agreement, the provisions of this Agreement shall control.

2. Overview and definitions. This Agreement states the terms and conditions by which Bank will deliver to Depositor the Services, as described below.

2.1. “Authorized User” means the Depositor or an authorized agent of the Depositor.

2.2. “Banking Day” means any day which Bank is open to conduct substantially all of its banking services, but shall not include Saturday, Sunday or bank holidays.

2.3. “Capture Device” means any mobile device acceptable to Bank, that provides for the capture of images from original Items and for transmission through a clearing process.

2.4. “Check” means an Original Check, as defined in Regulation CC and Check 21 and does not include a Substitute Check or a remotely created check.

2.5. “Check 21” means the Check Clearing for the 21st Century Act, as well as Subpart D of Federal Reserve Board Regulation CC, and to the extent applicable, Subpart A.

2.6. “IRD” or “Image Replacement Document” means (a) a Substitute Check as defined in Check 21; or (b) the paper reproduction that will be created when an Item cannot be converted to an Electronic Transaction.

2.7. “Item” means a Check, money order, cashier’s check, official check, U.S. Treasury check, or any other payment instrument drawn on or payable through an Office of a United States financial institution from a Payor to Depositor, in addition to other required information as specified by Bank, it is understood that Depositor will only be transmitting electronic images of the front and back of Items and not any paper Items. Unacceptable Items include, but are not limited to: (a) any Item drawn on my account; (b) any Item that is stamped with a “non-negotiable” watermark; (c) any Item that contains evidence of alteration to the information on the check; (d) any Item issued by a financial institution in a foreign country; (e) any Item that is incomplete; (f) any Item that is “stale-dated” or “post-dated”; (g) Savings Bonds; (h) any third party check, Item(s) made payable to someone other than Depositor or other authorized signers on the account; and (i) any Item with a restrictive endorsement.

2.8. “Payor” means consumers or businesses that make payments to Depositor by means of Items.

2.9. “Service(s)” means the specific service(s) provided by Bank, including electronic check conversion and image archive systems that allow the use of a Capture Device to obtain and transmit the front and back images of Items and accompanying transaction data for the purpose for delivery to Bank for clearing as an IRD. Services also include any applicable support services.

Mobiliti[®] Mobile Deposit Agreement

2.10. "Service Start Date" means the date that the Services are first available to the Depositor.

2.11. "Technology" means Bank's or its subcontractor's deposit capture applications and processes designed to facilitate the electronic clearing of Items. Said applications are accessed through Capture Devices, utilizing software and hardware provided by or acceptable to Bank, and are proprietary access points to payment processing networks and systems used to complete the clearing of Items. Technology may include but is not limited to Depositor service support, reports, software, software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof developed or provided by Bank or its subcontractor(s) and used in the provision of Services hereunder. Any software provided by Bank or its subcontractor(s) pursuant to the Service shall be considered Software as defined in the Software License Agreement.

2.12. "Term" shall mean the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.

3. Deposit Limits; Fees and Charges; Change in Terms.

3.1. Deposit Limits. The Bank reserves the right to establish and assign to Depositor, deposit limits for the Service (including limits on the dollar amount and/or number of checks that you may transmit through the Service each day) and to modify such limits from time to time in the Bank's sole discretion, and Depositor agrees to comply with all such limits.

3.2. Fees and Charges. The Bank offers the benefits and convenience of the Services to Depositor for free. The Bank reserves the right to charge fees for the Service in the future.

3.3. Change in Terms. The Bank may change the terms and charges for the Services indicated in the Agreement by notifying Depositor of such change in writing and may amend, modify, add to, or delete from this Agreement from time to time. The Depositor's use of the Service after receipt of notification of any change by Bank constitutes acceptance of the change by the Depositor.

4. Depositor Obligations; Suspension/Cancellation of Service.

4.1. Hardware and Software Requirements. Depositor must have a Capture Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. Depositor must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our subcontractor(s) establish and specify. The Bank and/or our subcontractor(s) may change these specifications and/or requirements from time to time. (A list of hardware/software requirements is available upon request.) The Bank is not responsible for any third party software that may be needed to use the Service(s).

4.2. Depositor Responsibilities. Depositor authorizes Bank to convert Items to IRDs or transmit as an image and further authorizes Bank or any other bank to which an item is sent for process. Depositor agrees to, at its sole expense: (a) provide connectivity between the Capture Device and the Technology; (b) maintain the Capture Device in accordance with the instructions provided by Bank, its subcontractor(s) and/or any other Capture Device provider; (c) if applicable, utilize Depositor's software, or Bank software to scan, load, and format Items as needed for transmission to Bank prior to the communicated cut-off-time; (d) process return data and any remittance data delivered by Bank for the purpose of updating Depositor internal systems (which may include electronic and paper return Items); (e) implement and maintain security

Mobiliti[®] Mobile Deposit Agreement

measures, including but not limited to, vendor recommended maintenance, repairs, upgrades, replacements and firewall protection, in compliance with its obligations under this Agreement.

4.3. Image Quality Standards. The image of an Item transmitted to the Bank using the Services must be legible and contain images of the front and back of the Check. The image quality of the Items must comply with the requirements established from time to time by the American National Standards Institution (“ANSI”), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image; the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check).

4.4. Handling of Transmitted Items. Depositor shall be responsible for retaining each Original Item in a safe and secure environment in accordance with applicable laws as in effect from time to time within (60) sixty days after transmittal to Bank and receipt of a confirmation from Bank that the image of the Item has been received at which time Depositor shall shred or otherwise destroy all Original Items (Marking “VOID” on the face of the check and destroying it by use of a cross-cut shredder or other acceptable means). Depositor shall properly store the Original Items and take appropriate measures to ensure the items are not deposited a second time. Depositor will promptly (but in any event within 10 business days) provide any retained Original Item to Bank as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any item or as Bank otherwise deems necessary.

4.5. Account Statement Examination. The Bank will provide Depositor with periodic statements that will identify the deposits that are made through the Service. In addition, Depositor may access the Bank’s Online Banking service for information about the deposits, return items, deposit adjustments, Checks and other transactions on Depositor’s account. Depositor is responsible for reviewing all such information that the Bank makes available to Depositor in a timely manner to verify that deposits made through the Service have been received and accepted by the Bank and are accurate. Receipt of an Item by the Bank through the Service does not constitute acknowledgment by the Bank that the Item is error-free or that Bank will be liable for Item. Depositor agrees to notify Bank within 2 business days of the discovery of any errors, omissions, or discrepancies in a deposit within the time periods established in Account Agreement. Depositor may notify Bank by email at customerservice@ssbmn.com, writing to 402 Minnesota Ave N., Aitkin, MN 56431, or by calling Bank at 218-927-3765. Depositor agrees to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by Depositor to notify the Bank of any error, omission or other discrepancy in accordance with this Agreement and Bank’s Account Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

4.6. Withdrawal of Access/Suspension of Service. Bank reserves the right to deny, suspend or revoke access to the Services immediately, in whole or in part, in its sole discretion, without notice, if Bank believes Depositor and/or its Authorized Users are in breach of this Agreement or are otherwise using or accessing the Services inconsistent with the terms and conditions hereof. Further, Bank or its subcontractor(s) shall have the right to suspend the Service immediately in the event of an emergency or in an unforeseeable event as set forth in the Deposit Agreement.

5. Payment Processing.

Mobiliti[®] Mobile Deposit Agreement

5.1. Endorsements. In order for an item to be processed for deposit, it must be restrictively endorsed in the proper location on the back of the Item with the following words: **“FOR MOBILE DEPOSIT ONLY TO SSB, MM/DD/YYYY and signature.”** For an Item payable to Depositor and any joint owner(s) of Bank account, the check must be endorsed by all such payees and Depositor may only use MMD to deposit such items into a Bank account jointly owned by all such payees. If the Item is payable to the Depositor or a joint owner, either party can endorse it. If the Item is made payable to Depositor and any non-joint owner, Depositor may not deposit the Item into Depositor’s Bank account using the Services. Depositor agrees to follow any and all other procedures and instructions for use of the Service as the Bank may establish from time to time. Any loss Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by Depositor will be the responsibility of the Depositor.

5.2. Processing of Items. Images of Items transmitted by Depositor are not considered received by Bank until Depositor has received an electronic confirmation of the receipt of the deposit from Bank. However, receipt of the confirmation from Bank does not mean that the transmission was error free or complete. Items transmitted by the Depositor and received by Bank or its subcontractor(s) by 2:30 p.m. Central Standard Time (“CST”) Monday through Friday, shall be credited to the Depositor’s applicable account on the same Banking Day. Items received by Bank after 2:30 p.m. CST on any Banking Day shall be credited to the Depositor’s applicable account on the next successive Banking Day. Depositor understands and agrees funds from Items deposited under the terms of this Agreement are not subject to Bank’s Funds Availability Policy and will generally be available after processed and once funds are received.

5.3. Rejection of Deposits. After Bank receives Check images and all other required deposit information from Depositor through Service, Bank shall provisionally credit designated account for the total amount of such Items. The provisional credit is subject to final payment of the Items and is also subject to Deposit Agreement. Depositor agrees that all deposits received by Bank are subject to verification and final inspection and may be rejected by Bank in our sole discretion, and Depositor may be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against Depositor due to the Bank’s rejection of any Item that may be transmitted for deposit through the Service. In all cases, Depositor is responsible for any loss or overdraft plus any applicable fees to account due to an Item being returned. Depositor acknowledges and agrees that, while Bank normally provides notice of rejected deposits, Bank may reject any Item transmitted through the Service in our sole discretion without notice to Depositor, and Bank will not be liable for any such rejection or failure to notify Depositor of such rejection. If Bank rejects an Item through MMD, Depositor must physically deposit the original Check. The deposit of original Checks at an office of the Bank shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Agreement.

5.4. Unavailability of Service. Depositor understands that the Service may, at times, be temporarily unavailable due to system maintenance or technical difficulties, including those of the internet service provider, cellular service provider and internet software. In the event that the Service is unavailable, the Depositor understands that he/she can deposit an original check at Bank branches or by mailing the original check to the Bank at Security State Bank of Aitkin, 402 Minnesota Ave N., Aitkin MN 56431.

5.5. IRD Processing. Items may be transmitted for electronic processing by other banks or converted to IRDs and transmitted to a printing facility for printing and clearing through traditional paper processing channels, at Bank’s sole discretion. The IRDs will be created in accordance with Check 21; alternatively, Bank may process Items as photocopies in lieu of originals, under guidelines established between Bank and Depositor and applicable industry standards. Items that fail to satisfy the warranties made to Bank by Depositor, that fail to meet the requirements of Bank or Check 21, or that are otherwise not able to be

Mobiliti[®] Mobile Deposit Agreement

processed may be charged back to Depositor's account and/or returned to Depositor. Depositor agrees to be bound by any applicable laws, rules and regulations to which Bank is a party.

5.6. Depositor Liability. Should Depositor fail to produce the original check, Depositor authorizes Bank to deduct that amount from the account to which it was deposited. Depositor is solely responsible for verifying that Items that are deposited by using the Service have been received and accepted for deposit by the Bank. The Bank will provide Depositor with a notice of any deposits that it is unable to process because Items were returned unpaid by the payor financial institution. Depositor accepts to receive such notices by any reasonable method the Bank chooses. In the event that the Bank credits Depositor's account for an Item that is subsequently dishonored and returned, Depositor authorizes the Bank to debit the amount of such Item plus any associated fees from the account. To the extent that funds in the account are insufficient to cover such amount, Bank shall debit the deficiency amount from any of Depositor's other account(s) with the Bank in our sole discretion. Our right to charge the account(s) will apply without regard to whether the Item was timely returned or whether there is any other claim or defense that the Item was improperly returned. Depositor understands and agrees, that since the original Check is his/her property, it will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable to Depositor's account. Depositor further agrees that any image that Bank charges back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Depositor may not use the Service to deposit a substitute check and may not deposit the original Check through the Service or in any other manner if Depositor receives a dishonored Item. Depositor agrees to comply with any additional instructions Bank may provide to Depositor in connection with returned Item.

6. Intellectual Property Ownership.

This Agreement does not transfer to depositor any ownership or proprietary rights in the Technology or any work or any part thereof, and all right, title and interest in and to the Technology will remain solely with Bank or its subcontractor(s).

7. WARRANTIES AND DISCLAIMERS.

7.1. DEPOSITOR WARRANTY. Depositor represents and warrants to Bank:

(A) Depositor has the authority to enter into this agreement and perform its obligations hereunder and all information supplied by depositor to Bank is accurate and true; (B) Depositor will provide all reasonable assistance to Bank and its subcontractor(s) in providing the services set forth herein; (C) Depositor and any authorized users will only use the services for lawful purposes and in compliance with all applicable rules and regulations and with Bank's reasonable instructions, rules, policies, specifications, terms and conditions, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party; (D) Depositor has only transmitted acceptable items for deposit and has handled the original items following transmission to Bank as agreed, directed by with Bank and in accordance with applicable law; (E) Depositor is a person authorized to enforce each item or is authorized to obtain payment of each item on behalf of a person entitled to enforce an item; (F) The items have not been altered; (G) Each item bears all applicable endorsements in a restricted format as directed by Bank; (H) All the warranties set forth in and subject to applicable laws and regulatory agencies; (I) (1) The electronic image portion of each item accurately and legibly represents all of the information on the front and back of the original check as of the time the original check was deposited, (2) The information portion of the item contains a record of all applicable MICR-line information required for a substitute check, and (3) The item conforms to the technical standards for an electronic item as specified by Bank from time to

Mobiliti[®] Mobile Deposit Agreement

time; (J) Depositor will submit only one accurate and clear image of the front and back of each item to Bank only one time; (K) Depositor will not deposit the original item and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid; (L) The amount of an item entered by depositor or any authorized user for transmission to Bank is accurate; and (M) Depositor and any authorized users will not (1) Sell, lease, distribute, license or sublicense the technology or services; (2) Modify, change, alter, disassemble or decompile the technology or services in any way for any reason; (3) Provide, disclose, divulge or make available to, or permit use of the technology or services by, any third party; (4) Copy or reproduce all or any part of the technology or services; (5) Interfere, or attempt to interfere, with the technology or services in any way; (6) Engage in spamming, fraudulent, illegal or unauthorized use of the services, (7) Introduce or transmit through the technology or services, without limitation, via any portion of the depositor's computer system that interfaces with the technology or services, or otherwise, any virus, worm, software lock, drop dead device, Trojan-horse routine, trap door, back door, timer, time bomb, clock, counter or other limiting routine, instruction or design or any other codes or instructions that may be used to access, modify, delete, damage, disable or prevent the use of the technology, services or other computer systems of Bank or its subcontractors; (8) Remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the technology or services; or (9) Engage in or allow any action involving the technology or services that is inconsistent with this agreement. Should depositor receive notice of any claim regarding the services, depositor shall promptly provide Bank with a written notice of such claim.

7.2. BANK WARRANTY. Bank warrants that: (A) Bank has the authority to enter into this agreement and perform its obligations hereunder; and (B) It has developed each service (other than any portion furnished by a subcontractor or third party vendor) and owns and/or has the right to furnish the same (including any portion furnished by a subcontractor or third party vendor.)

7.3. DISCLAIMER. Except as set forth above in Section 7.2, Bank and its subcontractor(s) make no representations or warranties, whether express, implied or statutory regarding or relating to any of the technology or services and/or access to or use of the services or technology provided to depositor hereunder. Bank and its subcontractor(s) specifically disclaim any and all implied warranties or merchantability, fitness for a particular purpose and no infringement. Bank and its subcontractor(s) also do not guarantee that depositors' access to the services provided under this agreement will be uninterrupted, error free or secure. Bank and its subcontractor(s) also do not guarantee the accuracy of, and specifically disclaim liability for, information or data that is supplied or key-entered by depositor or agents. Bank and its subcontractor(s) do not warrant the accuracy, reliability, completeness or timeliness of the content of internet websites or other data received by depositor or payors via the internet.

8. LIMITATION OF LIABILITY/INDEMNIFICATION.

8.1. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary herein, in no event will Bank's liability under this agreement for any damages of any kind exceed an amount equal to the amount of items received by Bank from depositor for the services during the month preceding the date on which the claim first accrued. Bank shall not be liable for any special, indirect or consequential damages, even if it has been advised of the possibility of these damages.

8.2. INDEMNIFICATION. In addition to its indemnification obligations in this agreement, and except for losses or expenses attributable to Bank's own lack of good faith or failure to exercise ordinary care, depositor agrees to indemnify Bank for any loss or expense sustained (including interest, costs, attorney's

Mobiliti[®] Mobile Deposit Agreement

fees and expenses of litigation) resulting from (i) Depositor's lack of authority to make the warranty in subsection 7.1 (E); (ii) any action taken or not taken by Bank within the scope of its authority in handling an item; (iii) any warranty required to be made by Bank with respect to an item under applicable law or regulation; and (iv) breach of the warranties in subsections 7.1(A) through 7.1(M).

9. Termination.

9.1. Termination. In addition to the denial, suspension, revocation and termination provisions in this Agreement, Bank may immediately terminate the Service or any portion of the Service if Bank determines that such Service or portion of any Service is in violation of any law or regulation, or in its sole discretion and without notice, decides to cease providing this Service. Depositor may terminate the Service with notice to Bank. Any termination will not affect any obligations arising prior to termination, such as the obligation to process any Items that were processed or in the process of being transmitted or collected prior to the termination date, or any returns of the same.

9.2. Obligations upon Termination. Upon the termination of this Agreement for any reason: (a) Depositor's access to, and use of, the Services will terminate; (b) Depositor will return to Bank any and all Bank Services, equipment, software, documentation, Technology or other deliverables provided to Depositor by Bank, including any copies thereof held by Depositor; (c) Bank will deliver to Depositor all Items deposited via Service in the last 10 days, Depositor documentation and other materials stored by Depositor on Bank's or its subcontractor's network; and (d) each party shall return any and all Confidential Information in its possession to the party that disclosed such Confidential Information or destroy same, and provide written verification of same. Notwithstanding the foregoing, Bank's obligations with respect to subsections (c) and (d) shall be subject to Bank's record retention policies and applicable laws and regulations. The provisions of sections 7, 8, 9 and 10 shall survive termination of this Agreement.

10. Confidentiality.

10.1. Bank Information. Depositor acknowledges that the Technology and Service contain valuable trade secrets, which are the sole property of Bank or its subcontractor(s) ("Bank Confidential Information"), and Depositor agrees to hold same in strict confidence and disclose only to those agents whose duties reasonably require access to same, provided that all such agents are informed of such use or disclosure restrictions as set forth herein. Depositor agrees to use no less than reasonable care to prevent other parties from learning of these trade secrets. Depositor will take no less than all reasonable steps to prevent the unauthorized use, disclosure, duplication or access to the Bank Confidential Information.

10.2. Depositor Information. Bank acknowledges that Depositors' information may contain information regarding its Depositors, which are the sole property of Depositor ("Depositor Confidential Information," and, collectively with Bank Confidential Information, "Confidential Information"), and Bank agrees to hold same in confidence and will protect Depositor Confidential Information pursuant to Bank's Privacy Policy.

10.3. Exceptions. The obligations of this Section 10 shall not apply to any information that: (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party (the "Receiver"), generally known or available; (b) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (c) is hereafter furnished to the Receiver by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by the Receiver without reference to or use of the disclosing party's information; or (e) is required to be disclosed by law or in connection with a legal or administrative proceeding, provided that the party to whom the information belongs is given prompt prior written notice of such proposed disclosure, if not otherwise prohibited.

Mobiliti[®] Mobile Deposit Agreement

10.4. Unauthorized Use. Both parties acknowledge that the unauthorized use, disclosure or duplication of trade secrets or other confidential information belonging to each party shall constitute a material breach of this Agreement and is likely to cause irreparable injury to the owner, for which there is no adequate remedy at law. Accordingly, Bank and Depositor each hereby agree that the other party may seek injunctive relief against it to prevent or remedy any breach of the confidentiality obligations described herein without the other party being required to post bond, or if bond is required, only nominal bond.

11. Miscellaneous Provisions.

11.1. Relationship of Parties. Bank and Depositor are independent parties and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Bank and Depositor. Neither Bank nor Depositor will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

11.2. Notices. Depositor agrees that any notices required or permitted under this Agreement or the Deposit Agreement may be given in paper form or electronically.

11.3. No Waiver. The failure of either party to enforce at any time any provision of this Agreement or to exercise any right herein provided shall not in any way be construed to be a waiver of such provision or right, and shall not in any way affect the validity of this Agreement or any part hereof, or limit, prevent or impair the right of either party to subsequently enforce any provision or exercise any right hereunder.

11.4. Severability. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term or provision.

11.5. Governing Law, Venue, and Jury Trial Waiver. This Agreement is entered into in Minnesota, and shall be governed by the laws of Minnesota and of the United States, and any rule or regulation of Minnesota or a federal agency having jurisdiction over Bank. Any action involving any transaction under or related to this Agreement shall be brought only in the state or federal court in the State of Minnesota, and all parties consent to venue in the State of Minnesota. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. The rights of Bank under this Agreement are cumulative of all other rights Bank may have by law or otherwise. All parties waive their right to trial by jury.

11.6. Amendments. Unless applicable law provides otherwise, this Agreement may be amended by notice sent electronically or by mail to Depositor at Depositor's last address known to Bank to be effective not less than thirty (30) days after the day transmitted or mailed. Bank shall not be bound by any modification of this Agreement unless Bank expressly agrees to the modification in writing. Depositor shall have the right to terminate the Agreement prior to the effective date of amendment. This Agreement supersedes all prior agreements and amendments.

11.7. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all existing agreements and all other related communications, written or oral.