

LAWYER TRUST ACCOUNT OVERDRAFT NOTIFICATION AGREEMENT

TO: Disciplinary Board of the North Dakota Supreme Court
Judicial Wing, First Floor
600 East Boulevard Avenue, Dept. 180
Bismarck, ND 58505-0530

Fax # 701 328-4480
email: DisBoard@ndcourts.gov

The undersigned, being a duly authorized officer of the named financial institution and the person or persons specifically authorized to enter into this agreement, hereby applies to be approved to receive lawyer trust accounts. In consideration of approval to the named financial institution by the Disciplinary Board of the North Dakota Supreme Court, the institution agrees to comply with the requirements for such institution as set forth in Rule 1.15(k) - (o), North Dakota Rules of Professional Conduct, as amended from time to time.

Specifically, the named financial institution agrees:

- (1) To report to the Disciplinary Board of the North Dakota Supreme Court in the event any properly payable instrument is presented against a lawyer trust account containing insufficient funds, irrespective of whether or not the instrument is honored.
- (2) That all such reports shall be in the following format:
 - (a) in the case of a dishonored instrument, the report shall be identical to the overdraft notice customarily forwarded to the depositor, and shall include a copy of the dishonored instrument, if such a copy is normally provided to depositors;
 - (b) in the case of an instrument that is presented against insufficient funds but which is honored, the report shall identify the financial institution, the lawyer or law firm, the account number the date of presentation for payment and the date paid, as well as the amount of the overdraft created thereby;
- (3) That all such report shall be made within the following time periods:
 - (a) in the case of a dishonored instrument, within the time provided by law for notice of dishonor;
 - (b) in the case of an instrument that is presented against insufficient funds but

which is honored, within 5 banking days of presentation for payment against insufficient funds.

This agreement shall apply to all branches of the named financial institution and shall not be canceled except upon three days notice in writing to the Disciplinary Board of the North Dakota Supreme Court, Judicial Wing, First Floor, 600 East Boulevard Avenue, Dept. 180, Bismarck, ND 58505-0530.

Name and address of financial institution's main office:

North Dakota communities in which financial institution maintains branch locations:

Name, title and telephone number of the financial institution representative who can be contacted regarding matters covered by this agreement.

The financial institution also agrees to notify the Disciplinary Board of the North Dakota Supreme Court of any changes in its name and/or address, or in the representative responsible for matters covered by this agreement and agrees that this agreement shall be binding on any successor institution in the case of consolidation or merger with another financial institution.

Dated : _____

Name and designation of authorized
Officer (please type or print)

CORPORATE SEAL

Signature of Officer