



**TRUTH IN SAVINGS
Time Deposit Account**

This disclosure contains the terms for your time deposit Account. It is also the Truth in Savings disclosure for those Depositors entitled to one. There are additional terms in the *Time Deposit Agreement* on the following pages, some of which explain or expand on those below. You should keep a copy of this disclosure. **Your current rate will remain in effect until the term expires.** To view current rates for new or renewing certificate of deposits, please visit <https://bell.bank/banking/rates>.

RATE INFORMATION.

Fixed Rate Certificate of Deposit. The interest rate and annual percentage yield (referenced on the certificate) will be in effect until the maturity date of the certificate. Interest begins to accrue on the business day you deposit non-cash items (for example, checks). If compounding and crediting increases the balance to exceed \$99,999.00, the increased rate will take effect upon renewal. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Flexible Certificate of Deposit. Once during the term, you may request to increase the interest rate and annual percentage yield (referenced on the certificate) to the current rate and annual percentage yield offered on a Flexible CD of a same term. Interest begins to accrue on the business day you deposit non-cash items (for example, checks). If compounding and crediting increases the balance to exceed \$99,999, the increased rate (if applicable) will take effect upon renewal. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. One penalty-free withdrawal of up to one-half of the current balance is allowed. This withdrawal cannot be made within six (6) days of opening the CD. If you withdraw the remaining balance before the maturity date, an early withdrawal penalty may be imposed.

COMPOUNDING AND CREDITING. Interest will be compounded and credited to your account based on the term of your CD.

TERM	YOUR ACCOUNT WILL MATURE IN	COMPOUNDING AND CREDITING*
3-month	91 Days	At Maturity
6-month	182 Days	At Maturity
1-year	12 Months	At Maturity
18-month	18 Months	Semi-Annually
2-year	24 Months	Annually
3-year	36 Months	Annually
5-year	60 Months	Annually
10-month Flexible CD	10 Months	At Maturity
15-month Flexible CD	15 Months	Annually and at Maturity
30-month Flexible CD	30 Months	Semi-Annually

*If the term of your Certificate of Deposit is not on this list, please refer to the Special Certificate of Deposit supplement for compounding and crediting information.

MINIMUM BALANCE REQUIREMENTS.

Fixed Rate Certificate of Deposit: You must deposit a minimum of \$500.00 to open this Account. You must maintain a daily balance of \$500.00 to obtain the disclosed annual percentage yield.

Flexible Certificate of Deposit: You must deposit a minimum of \$5,000.00 to open this Account. You must maintain a daily balance of \$2,500.00 to obtain the disclosed annual percentage yield.

BALANCE COMPUTATION METHOD. We use the daily balance method to calculate the interest on the Account. This method applies a daily periodic rate to the principal in the Account each day.

TRANSACTION LIMITATIONS. After the Account is opened, you may not make deposits (other than credited interest) into or withdrawals from the Account until the maturity date. For a Flexible Certificate, you may withdraw up to fifty percent (50%) of the current balance without an early withdrawal penalty once during the term.



EARLY WITHDRAWAL PENALTY. If you withdraw any principal before the maturity date, the following early withdrawal penalty will be charged to the Account:

TERM	PENALTY*
3-month (91-day)	91 Days
6-month (182-day)	91 Days
1-year (12-month)	3 Months
18-month	6 Months
2-year (24-month)	6 Months
3-year (36-month)	6 Months
5-year (60-month)	6 Months
10-month Flexible CD	3 Months
15-month Flexible CD	6 Months
30-month Flexible CD	6 Months
*Penalty includes interest accrued to date of withdrawal. If the term of your Certificate of Deposit is not on this list, please refer to the Special Certificate of Deposit supplement for early withdrawal penalty information.	

In certain circumstances including, but not limited to, the death or incompetence of a Depositor, the law permits, and in some cases requires, the waiver of early withdrawal penalties.

RENEWAL POLICY. This Account will automatically renew at maturity. You have ten (10) calendar days after the maturity date to add funds, change the term, or withdraw the funds without penalty.

If you do not want the Account to automatically renew, you must notify us in writing before, or within the ten-day grace period after, the maturity date. If you do not notify us, unless your Account is a Special Certificate of Deposit, the renewal term will be the same as the original term, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal). If your account is a Special Certificate of Deposit, please refer to the Special Certificate of Deposit supplement for the renewal term.

Interest earned during one term that is not withdrawn during or immediately after the term is added to principal for the renewal term.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. On accounts with terms longer than one (1) month, we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.



TIME DEPOSIT AGREEMENT

This Agreement includes an agreement to arbitrate. If there is a dispute between you and us, and the dispute is covered by the section in this Agreement titled ARBITRATION OF DISPUTES, then either you or we may require the dispute to be resolved by arbitration in front of an Arbitrator. This means that you and we will not have the right to a jury or court trial to resolve the dispute or the right to pursue a claim as a class action. You have the right to reject the arbitration agreement. See the “ARBITRATION OF DISPUTES” section for more information.

NOTICE AND CURE – If you encounter an issue with your Account, please contact us immediately and in most cases, we will be able to quickly resolve the issue. If we are unable to resolve the issue, any Claim you may have relating to your Account will be resolved using the procedure described in this section and if applicable, the “ARBITRATION OF DISPUTES” section.

Prior to initiating a lawsuit or an arbitration proceeding as further described in the “ARBITRATION OF DISPUTES” section herein, you or we, as applicable, shall give the other party a Claim Notice and a reasonable opportunity, not less than sixty (60) days, to resolve the Claim. Any Claim Notice to you shall be sent by mail to the address you provided in connection with your Account (or any updated address you subsequently provide pursuant to this Agreement). Any Claim Notice to us shall be sent by mail to P.O. BOX 10877, FARGO, ND 58106-0877 (or any updated address we subsequently provide). Any Claim Notice you send must include your name, address and information sufficient to identify your Account and explain the nature of the Claim and the relief sought. You may only submit a Claim Notice on your own behalf and not on behalf of any other party unless you are a Fiduciary for another Account owner. The party giving a Claim Notice must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.

DEFINITIONS.

“**Account**” means the original certificate of deposit as well as the deposit it evidences.

“**Account Documents**” means this Agreement and any other documents relating to establishing the Account contemplated herein and any related Account products and services.

“**Agreement**” means this Time Deposit Agreement and any other documents we provide you pertaining to your Certificate of Deposit (“CD”).

“**Arbitration Agreement**” means the “ARBITRATION OF DISPUTES” section.

“**Arbitrator**” means a neutral person or persons from the arbitration organization selected under the Arbitration Agreement.

“**Claim**” means any past, present or future claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement or your Account. “Claim” has the broadest reasonable meaning and includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (4) disputes concerning your application or other information you gave us before opening your Account; (5) any Account(s) you previously had with us; (6) disputes arising from or related to debit cards or any other cards, products or services provided by or purchased or obtained from us in connection with your Account; (7) disputes arising from or related to any transactions in connection with your Account; (8) disputes arising from or related to any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning your Account; (9) claims brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity; (10) disputes concerning any fees or charges relating to your Account or this agreement (for example, overdraft transfer service fees, non-sufficient funds charges, and safe deposit box rental fees), any products or services relating to your Account (for example, automated teller machines and our online or telephone banking services), and communication methods and practices we may use to service your Account; and (11) disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing.

“**Claim Notice**” means written notice of a Claim.

“**Fiduciary**” means a person or entity who is legally bound to act in the best interests of the Account holder.

“**Governing Law**” means the law in which the Account is Located.

“**Located**” shall mean:

1. If the Account is opened in person, then the state in which the Account was opened.
2. If the Account was opened other than in person (online) and the individual resides in a state where we have a retail branch, then where the individual resides.
3. If the Account was opened other than in person (online) and the individual resides in a state where we DO NOT have a retail branch, then the state of North Dakota.



"Party" means, a person who, by the terms of an Account, has a present right, subject to request, to payment from the Account other than as a beneficiary or agent. A beneficiary of a P.O.D. account is a Party only after the Account becomes payable to them by reason of their surviving the original payee. Party includes a guardian, conservator, personal representative, or assignee, including an attaching creditor, of a Party. It also includes a person identified as a trustee of an Account for another whether or not a beneficiary is named, but it does not include any named beneficiary unless the beneficiary has a present right of withdrawal.

"Transfer" means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this Account as collateral. You cannot Transfer the Account without our written consent.

"We," "our," and "us" mean the issuer of this Account.

"You" and "your" mean the depositor(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account, however, shall not be interpreted to expand an individual's responsibility for an organization's liability. If this Account is owned by a corporation, partnership, or other organization, individual liability is determined by the laws generally applicable to that type of organization.

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.

AGREEMENT. This Agreement is a contract that establishes rules which control your Account with us. Please read this carefully and retain it for future reference. If you sign this document, open or continue to use the Account you agree to be bound by this Agreement. Please read this carefully. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have questions, please call us.

This Agreement is subject to applicable federal laws, the Governing Law, and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this Agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here.

The purpose of this document is to:

1. Summarize some laws that apply to common transactions;
2. Establish rules to cover transactions or events which the law does not regulate;
3. Establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. Give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

GENERAL ACCOUNT REQUIREMENTS. You agree to keep your funds with us in the Account until the maturity date. (An automatically renewable Account matures at regular intervals.) You may not Transfer this Account without first obtaining our written consent. You are not required to present this certificate when you request a Transfer; however, any withdrawals from this Account require an endorsement as required in the section bearing the title **WITHDRAWALS AND TRANSFERS**.

Funds deposited into your Account may not be available for withdrawal for up to ten calendar days after the day of deposit. The Account is void if the deposit is made by a method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.

Rules governing changes in interest rates have been provided. For other changes, we will give you reasonable notice of changes in writing or by any other method permitted by law.

WITHDRAWALS AND TRANSFERS. Only those of you who sign the signature card may withdraw funds from the Account. (In appropriate cases, a court appointed representative, a beneficiary of a trust or pay-on-death Account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this Account.) The specific number of you who must agree to any withdrawal is written in the section bearing the title **NUMBER OF ENDORSEMENTS**. This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire Account at any time. Unless otherwise specified in writing, only one endorsement is required to withdraw funds from this Account. Federal regulations permit us to retain the right to require you give at least seven (7) days' notice in writing prior to any intended withdrawal from the Account. Although we usually pay withdrawals without notice, doing so does not mean that we give up this right.

These same rules apply to define the names and the number of you who can request our consent to a Transfer.



PLEDGES. Any pledge of this Account (to which we have agreed) must first be satisfied before the rights of any joint Account survivor, pay-on-death beneficiary, or trust account beneficiary become effective. For example, if one joint tenant pledges the Account for payment of a debt and then dies, the surviving joint tenant's rights in the Account are subject first to the payment of the debt.

OWNERSHIP OF ACCOUNT. You intend these rules to apply to this Account depending on the form of ownership and beneficiary designation, if any, you specify at the time the Account is opened. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they may determine to whom we pay the Account funds.

Single Party Account: Such an Account is owned by one Party.

Multiple Party Account: Parties own Account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Trust Account Subject to Separate Agreement: We will abide by the terms of any separate agreement which clearly pertains to this Account and which you file with us. Any additional consistent terms stated in this Agreement will also apply.

Fiduciary Account: Such an Account is owned by one Party but is managed by a Fiduciary.

RIGHTS AT DEATH.

Single Party Account: At death of Party, ownership passes as part of Party's estate.

Multiple Party Account with Rights of Survivorship: At death of Party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased Party, the amount to which the deceased Party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased Party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares.

Multiple Party Account without Right of Survivorship: At death of Party, deceased Party's ownership passes as part of deceased Party's estate.

Single Party Account with POD (Pay-on-Death) Designation: At death of Party, ownership passes to POD beneficiaries and is not part of Party's estate.

Multiple Party Account with Right of Survivorship and POD (Pay-on-Death) Designation: At death of last surviving Party, ownership passes to POD beneficiaries and is not part of last surviving Party's estate.

NUMBER OF ENDORSEMENTS. Unless otherwise required for a Fiduciary Account, only (1) one endorsement by any named owner is required to withdraw or renegotiate the terms of the Account.

EARLY WITHDRAWAL PENALTIES (AND INVOLUNTARY WITHDRAWALS). We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the Account or as a result of an attachment or other legal process. We may close your Account and impose the early withdrawal penalty on the entire Account balance in the event of a partial early withdrawal. See the Time Deposit Agreement for additional information.

BUSINESS, ORGANIZATION, AND ASSOCIATION ACCOUNTS. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this Account on behalf of the entity. We may require the governing body of the entity opening the Account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

DEPOSITS. We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). We may reverse any provisional credit for items that are lost, stolen, or returned. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

SETOFF. Each of you agrees that we may (without prior notice and when permitted by law) set off funds in this Account against any due and payable debt owed to us now or in the future by any of you having the rights of withdrawal, to the extent of such person's or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance for which we properly accelerate under the note. This right to set-off does not apply to the Account if (a) it is an Individual Retirement Account or other tax-deferred retirement account,



(b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT. If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the Account and not allow any withdrawals out of the Account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you for restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Account. The list of fees applicable to your Account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

ARBITRATION OF DISPUTES. If you do not want this Arbitration Agreement to apply, you have the right to reject (e.g., not be bound by) this Arbitration Agreement by following the directions in the "Right to Reject" paragraph below. If you do not reject and a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim (except as outlined herein); (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general action or other representative action in court or in arbitration; or (4) unless all parties otherwise agree in writing, join or consolidate a Claim with claims of any other person or entity.

This Arbitration Agreement describes when and how a Claim may be arbitrated. Arbitration is a method of resolving disputes in front of an Arbitrator instead of having a trial in court in front of a judge or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the Arbitrator. The Arbitrator will issue a final and binding decision resolving the dispute (the "award"), which may be enforced as a court judgment. A court rarely overturns an Arbitrator's decision.

Governing Law. This Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"), and not by any state arbitration law.

Right to Reject. If you do not want this Arbitration Agreement to apply, you may reject it by mailing us a written opt-out notice which specifies your name and address, identifies the applicable account number(s) and includes a signed statement that you opt out of the Arbitration Provision. The opt-out notice must be signed by you and sent to us by certified mail, return receipt requested (not electronically) at Bell Bank Attn: Legal Process 3100 13th Avenue S. Fargo, ND 58103.

Any opt-out notice is effective only if it complies with the preceding requirements and is postmarked within sixty (60) days after the date you opened your Account.

This is the only way you can opt out of this Arbitration Agreement. Your decision to opt out will not have any other effect on this Agreement or your Account with us. If you do not reject this Arbitration Agreement, it will be effective as of the date you first opened your Account. If an Account is jointly owned, one owner's rejection of this Arbitration Agreement will be deemed to be a rejection by all joint owners. In all other circumstances, your rejection of this Arbitration Agreement will not be deemed to be a rejection of this Arbitration Agreement by any person or entity other than you, unless you are rejecting in a fiduciary capacity for another account owner. In all other circumstances, your decision to opt out of this Arbitration Agreement applies only to this Account and not to any other accounts you have with us. Moreover, we offer a number of different products and services to our customers. If you opt out of arbitration for this Agreement, it will not affect any arbitration provision that may exist between you and us, now or in the future, in connection with other products or services you obtain from us; any such arbitration provision will remain in force unless you separately opt out of it in accordance with its terms. For example, if you also have a loan with us, opting out of this Arbitration Agreement will not constitute an opt out of any arbitration provision that may apply to the loan.

Disputes Subject to Arbitration. You or we may elect to have Claims arbitrated rather than resolved in court. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts or conduct that occurred prior to the date of this Agreement. However, this Arbitration Agreement will not apply to any Claim that was already pending in court before this Arbitration Agreement took effect.

Disputes Not Subject to Arbitration. Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) disputes that are within the jurisdiction of a small claims court (or an equivalent court). You or we may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, you or we may elect to compel arbitration. Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court's jurisdiction, the entire dispute must, if you or we choose, be resolved by arbitration; and (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof (including, without limitation, the Class Action Waiver), which are for a court and not an Arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the Arbitrator, not a court, to decide.



In addition, this Arbitration Agreement does not prohibit you or us, at any time, from (1) exercising any lawful rights to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off or exercise a statutory lien or other lien granted by law or rule, the right to restrain funds in an account, recoupment, repossession, replevin or trustee's sales; (2) obtaining provisional or ancillary remedies or injunctive relief (other than a stay of arbitration), including but not limited to attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (3) bringing an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

Starting or Electing Arbitration. Prior to initiating an arbitration proceeding, you or we, as applicable, shall give the other party a Claim Notice, as further described in the "NOTICE AND CURE" section herein. You or we may start an arbitration by filing a demand with the arbitration administrator pursuant to the administrator's rules. You or we may also require arbitration of a Claim filed in court by filing a motion with the court to compel arbitration of the Claim. Even if you and we have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.

Choosing the Administrator. The party who commences the arbitration may select either of the following arbitration organizations to administer the arbitration under their rules that apply to consumer disputes: the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), www.adr.org; or JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614 (1-800-352-5267), www.jamsadr.com. You can obtain a copy of the administrators' rules by visiting their websites or calling them. The parties may also mutually agree to select an Arbitrator who is an attorney, retired judge or Arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the Arbitrator's rules. If AAA and JAMS cannot or will not serve, and the parties are unable to select an Arbitrator by mutual consent, a court with jurisdiction will select the administrator or Arbitrator, who must agree to abide by all of the terms of this Arbitration Agreement (including, without limitation, the Class Action Waiver). Any Arbitrator must be a practicing attorney with ten (10) or more years of experience practicing law or a retired judge. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

Jury Trial Waiver. IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.

Class Action Waiver. ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. THIS MEANS THAT IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY. An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or Arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

Location and Costs of Arbitration. Any arbitration hearing that you attend in person must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the Arbitrator. Each administrator charges filing and administrative fees and the Arbitrator also charges fees. The parties shall pay said fees in accordance with the administrator's rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the arbitration organization and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration organization and Arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If we prevail in an individual arbitration that either you or we commenced, we will not seek to recover our attorney, expert or witness fees or our arbitration fees from you. Notwithstanding the foregoing, if the Arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the Arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

Law Applied by the Arbitrator. The Arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The Arbitrator is authorized to award all remedies permitted by the substantive law that would apply in an individual court action, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). Any finding, award



or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

Right to Discovery. In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the Arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The Arbitrator shall have discretion to grant or deny that request.

Arbitration Award and Right of Appeal. At the timely request of either party, the Arbitrator shall provide a written explanation for the award. However, if the amount in controversy exceeds \$100,000, you or we can, within fifteen (15) days after the entry of the award by the Arbitrator, appeal the award to a three-Arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the Arbitrator" shall mean the panel if an appeal of the Arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled "Location and Costs of Arbitration." The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction.

Rules of Interpretation. This Arbitration Agreement is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Agreement shall survive: (1) the repayment of amounts owed under this Agreement; (2) any legal proceeding; (3) any sale, assignment or transfer of your Account; (4) any bankruptcy to the extent consistent with applicable bankruptcy law; (5) any default, breach or repossession; (6) any termination, cancellation, closure, suspension or non-renewal of this Agreement, your Account or credit privileges; and (7) any termination, amendment, expiration or performance of any transaction between you and us. In the event of a conflict or inconsistency between this Arbitration Agreement and the applicable arbitration rules or the other terms of this Agreement, this Arbitration Agreement shall govern. Any changes to this Arbitration Agreement will apply only prospectively unless we give you a right to opt out of the change or the entire Arbitration Agreement.

Severability. If any portion of this Arbitration Agreement is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Agreement (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

SECURITY. It is your responsibility to protect the Account number we provide you for your Account. Do not discuss, compare, or share information about your Account with anyone unless you are willing to give them full use of your money. As between you and us, if you are negligent in safeguarding your Account number or other Account information, you must bear the loss entirely.

If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

TELEPHONIC INSTRUCTIONS. Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or left by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS. We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your Account we may need to contact you about your Account from time to time by telephone, text messaging, or email. However, we must first obtain your consent to contact you about your Account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

Your consent is limited to this Account, and as authorized by applicable law and regulation.

Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this Account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.



This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS. If you claim a credit or refund because of an unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your Account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of unauthorized withdrawals.

We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

RESOLVING ACCOUNT DISPUTES. We may place an administrative hold on the funds in your Account (refuse withdrawal of the funds) if it becomes subject to a claim adverse to (a) your own interest; (b) others claiming an interest as survivors or beneficiaries of your Account; or (c) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your Account for these reasons.

MISCELLANEOUS PROVISIONS

Liability. You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your Account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your Account. This also includes any action that you or a third party takes regarding the Account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your Account when they are incurred, without notice to you.

Amendments and Termination. We may change any term of this Agreement. Rules governing changes in interest rates are provided separately in the Truth in Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this Account at any time upon reasonable notice to you and tender of the Account balance personally or by mail. You agree to keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. If we have notified you of a change in any term of your Account and you continue to have your Account after the effective date of the change, you have agreed to the new term(s).

Counterparts; Electronic Signatures. The Account Documents may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed to be original signatures for purposes of the Account Documents, with such scanned and electronic signatures having the same legal effect as original signatures. The Account Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Section 7001 et seq. and the Uniform Electronic Transaction Act, as may be enacted in the state where the Account is located and any other applicable state law. Any documents accepted, executed, or agreed to in conformity with such laws, will be binding on each Party as if it were physically executed. Our acceptance of electronic signatures is for your convenience, and we may at any time instead require original physical signatures in our sole discretion. You have the right to withdraw or withhold the consent to use of your electronic signature as it applies to future signature requirements by notifying us in writing, by sending your request to:

Bell Bank
P.O. Box 10877
Fargo, ND 58106-0877

Any electronic communication that Bell Bank receives from or in your name, or which appears to be from or in your name, regardless of whether or not the electronic communication was actually from or in your name, will be considered to be duly authorized and binding and we will be entitled to rely and act on any such communication. You have the right to request a paper copy of the Account Documents.



Address or Name Changes. You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the Account holders. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

Notices. Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

Enforceability. If any term of this Agreement cannot be legally enforced, this Agreement will be considered revised to the extent necessary to comply with applicable laws, statutes or regulations. If any part of this Agreement is deemed to be unenforceable, it will not have any effect on the remainder of this Agreement. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.