Sole Proprietor Account

Terms and Conditions

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TERMS AND CONDITIONS OF YOUR ACCOUNT

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 a product or service, 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) calendar 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.

GENERAL TERMS APPLYING TO ALL ACCOUNTS.

"**Account**" means any sole proprietorship transaction account you have with Bell Bank except for a certificate of deposit.

"**Account Documents**" means this Agreement and any other documents relating to establishing the Account(s) contemplated herein and any related Account products and services.

"**Actual Balance**" means the Account balance at the beginning of the day, not including any Pending Transactions, checks that have not cleared or deposits not yet available. This is sometimes referred to as the ledger balance.

"**Agreement**" means these Terms and Conditions of your Account.

"**Arbitration Agreement**" means the "ARBITRATION OF DISPUTES" section.

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

"**ATM**" means an automated teller machine that cardholders can use to make Electronic Fund Transfers without the help of a bank representative.

"**Available Balance**" means deposits or portions of deposits to your Account that are available for: (1) withdrawals; (2) transfers; (3) paying checks and other items; (4) authorizing ATM transactions and Debit Card transactions; and (5) all other uses permitted under your Account Agreement.

"**Business Day**" means every calendar day except Saturdays, Sundays and Federal Holidays.

"**Card**" or "**Debit Card**" means your ATM card or Debit Card issued by Bell Bank.

"**Cardholder**" means any person authorized by you to use the Card.

"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.

"**Credit**" means a deposit, transfer to your Account or other addition to your Account.

"**Cutoff Time**" means the designated time before which a transaction must be made to be included for processing on a Business Day as described in the section called "Funds Availability Policy."

"**Day of Deposit**" means the Business Day that Bell Bank received your deposit with appropriate instructions, as long as we receive it before the Cutoff Time. If Bell Bank received a deposit after the Cutoff Time or on a day that is not a Business Day, your Day of Deposit is the next Business Day. For ACH deposits, the Day of Deposit is the day designated as the "settlement date" for the deposit.

"**Debit**" means a withdrawal or transfer from your Account or other charge to your Account or deduction from your Account.

"**Electronic Fund Transfer**" or "**EFT**" means any transfer of funds you make or request through an Electronic Terminal, telephone, computer or magnetic tape for the purpose of ordering, instructing, or authorizing us to Debit or Credit your Account. The term includes but is not limited to: (1) POS transactions; (2) ATM transfers; (3) direct deposit or withdrawal of funds, including ACH transactions; (4) transfers you request by telephone; and transfers that result from Card transactions whether or not you make them using an electronic terminal. Checks deposited using the Bell Mobile App are not considered EFTs under the Electronic Funds transfer Act.

"**Electronic Fund Transfer Act**" or "**Regulation E**" means a federal regulation that establishes the basic rights, liabilities, and responsibilities of consumers who use electronic fund transfer and remittance transfer services and of financial institutions or other persons that offer these services.

"**Electronic Terminal**" or "**Terminal**" means an electronic device, other than a telephone operated by a consumer, through which a consumer may initiate an electronic fund transfer. The term includes, but is not limited to, point-of-sale terminals, automated teller machines (ATMs), and cash dispensing machines.

"Governing Law" means the law in which the Account is Located.

"Legal Action" means a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Account.

"Located" means: (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 (for example, online) and the individual resides in a state where we have a retail branch, then the state where the individual resides, or (3) if the account was opened other than in person and the individual resides in a state where we DO NOT have a retail branch, then the state of North Dakota.

"**Our**", "**us**" or "**we**" means Bell Bank.

"**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 payable on death ("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.

"**Pending Transaction**" means an ATM or Debit Card authorization that has not settled for final payment.

"**Point-of-Sale Transaction**" or "**POS Transaction**" means a payment transaction made at or through a merchant's point of sale terminal or online payment system.

"**Preauthorized Payment**" means an electronic fund transfer authorized in advance to recur at substantially regular intervals.

"**Qualified Joint Venture**" means, a sole proprietorship owned by married couples electing to file taxes as sole proprietors in a jointly owned business.

"**Remittance Transfer**" means an international consumer transfer of more than $15, requested by consumers in the U.S. and sent to people or companies in foreign countries primarily for personal, family or household purposes.

"**Sole Proprietorship**" means a non-registered, unincorporated business solely operated by one individual without distinction between the business and the owner.

"**Substitute Check**" or "**Electronic Check Conversion**" means a check or similar item that is either removed from circulation (truncated) or given back to you. It is the legal equivalent of an original check for all persons and all purposes if it (1) accurately represents all of the information on the front and back of the original check as of the time the original check was truncated and (2) bears the legend "This is a legal copy of your check. You can use it the same way you would use the original check."

"**UCC**" means the Uniform Commercial Code.

"**You**" and "**your**" means the Account holder(s) and anyone else with the authority of deposit, withdraw, or who may exercise control over the funds in the Account.

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, along with any other documents we give you pertaining to your Account(s), is a contract that contains the terms and conditions which control your Account(s) with us. Read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the Account, you agree to these terms and conditions. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this Agreement.

This Agreement is subject to applicable federal laws, the laws of the state in which your Account is Located 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 purpose of this Agreement 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.

FEES AND LIABILITY FOR BANK EXPENSES. You agree to the terms of this Account and any schedule of fees associated therewith. You authorize us to deduct these fees, without notice to you, directly from the Account balance as accrued. You will pay any additional reasonable fees for services you request which are not covered by this Agreement. Each of you also agrees to be jointly and severally (individually) liable for any Account shortage resulting from charges or overdrafts, whether caused by you or another with access to this Account. This liability is due immediately, and we can deduct any amounts deposited into the Account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. 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, 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.

DEPOSITS. We will make funds available to you in accordance with the Funds Availability Policy provided in this Agreement. Even though we make funds available to you in accordance with the Funds Availability Policy, before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we make funds available to you. We may reverse any Credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your Account the amount of any item deposited to your Account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of Credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. 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. We are not responsible for transactions by mail or outside depository until we actually record them. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements or endorse in our presence.

WITHDRAWALS. Any of you, acting alone, who signs to open the Account or has authority to make withdrawals may withdraw or transfer all or any part of the Account balance at any time. Until we receive written notice to the contrary, each of you authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this Account or any other transaction with us.

Postdated checks. A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your Account for a postdated check even though payment was made before the date of the check unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective, and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the check.

Checks and withdrawal rules. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or in any manner we do not specifically permit. Our basis for such refusals may include, but are not limited to: (1) any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, (2) any withdrawal or transfer request which is for an amount greater or less than any withdrawal limitations, or (3) any unapproved third-party checks. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the Account until your identity is verified. Any acceptance of a nonconforming request shall not be considered a waiver of our rights to deny such request in the future. If we are presented with an item drawn against your Account that would meet the definition of a Substitute Check, "as defined by law and outlined herein, but for an error or defect in the item introduced in the Substitute Check creation process, you agree that we may pay such item.

Cash withdrawals. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash. As an alternative to making a large cash withdrawal, you have the option to request the issuance of a cashier’s check or similar instrument.

Multiple signatures, Electronic Check Conversion, and similar transactions. An Electronic Check Conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer. In these types of transactions, the check or similar item is either removed

from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal. We may require seven (7) calendar days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D, or from any non-interest bearing, non-transactional Account.

UNDERSTANDING NONSUFFICIENT FUNDS (NSF) and OVERDRAFTS. The information in this section is being provided to help you understand what happens if your Account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. An overdrawn Account will typically result in you being charged an overdraft fee. Generally, an overdraft occurs when there is not enough money in your Account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned to the sender. We do not charge fees for NSF transactions.

Determining your Account balance. We use your Actual Balance (sometimes called the ledger balance) to determine whether your Account is overdrawn, that is whether there is enough money in your Account to pay for a transaction (your Available Balance). Your Account's Actual Balance only includes transactions that have settled up to that point in time. The Actual Balance would be the Account balance at the beginning of the day, not including Pending Transactions, checks that have not cleared or deposits that are not yet available.

Overdrafts. You understand that we may, at our discretion, honor withdrawal requests that overdraw your Account. However, the fact that we may at one point in time honor a withdrawal request that overdraws the Account balance does not obligate us to do so in the future. You cannot rely on us to pay overdrafts on your Account regardless of how frequently or under what circumstances we have paid overdrafts on your Account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your Account in our sole discretion, at any time, without giving notice to you. There are Account services that may be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another Account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, regardless of the source of the deposit, to cover such overdrafts and overdraft fees.

Nonsufficient funds (NSF) fees. If an item drafted by you (such as a check) or a transaction you set up (such as a Preauthorized Payment) is presented for payment in an amount that is more than the amount of money in your Account, and we decide not to pay the item or transaction, we will not charge you a fee. If we decline to authorize a one-time or everyday ATM or Point-of-Sale Transaction, we will not charge you a fee.

Payment types. Some, but not necessarily all, of the ways you can access the funds in your Account include Debit Card transactions, ACH transactions, and check transactions. All these payment types may use different processing systems, and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the Preauthorized Payments you set up will help you to know what other transactions might still post against your Account. For information about how and when we process these different payment types, see the "Payment order of items" section below.

Important information regarding "decoupled" cards. Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your Account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that debit card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to Debit Cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types may use different processing systems, and some may take more or less time to post. Knowing which debit card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft fees.

Balance information. Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your Account information by phone, or coming into one of our branches.

Funds availability. Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. See the Funds Availability Policy at the end of this Agreement for information on when different types of deposits will be made available for withdrawal. For an Account to which our Funds Availability Policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the Credit of the item. We may determine the amount of available funds in your Account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the Account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary Debit authorization hold affects your Account balance. On Debit Card purchases, merchants may request a temporary hold on your Account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the Card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine whether the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your Account, will eventually be adjusted to the actual amount of your purchase, but it could take three (3) calendar days, or longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your Account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an overdraft fee according to our overdraft fee policy, which may result in one or more overdraft fees. You will be charged the fee even if you would have had sufficient funds in your Account if the amount of the hold had been equal to the amount of your purchase.

Payment order of items. We process Credits and Debits to your Account in a specific order. This processing order determines what items are posted first and last each day. This processing order also determines the order that you will see the items on your statement. Our processing order might

not be in the same order you make transactions and therefore could result in overdraft transactions. You can avoid overdrafts on your Account by always making sure you have enough available funds in your Account to cover each of your transactions.

Credits, like a check or cash deposit, increase your Account balance. Debits, like ATM withdrawals and Debit Card transaction, decrease your balance. To help you better understand our payment order process, we have created the following table outlining items to be processed and our order for processing:

Order of Posting	Transactions
1	Real-time transactions including, but not limited to, Zelle®, wire transfers (including fees for such wire transfers) and external transfers, both deposits and withdrawals.
2	All other deposits, including ACH, mobile deposits, branch deposits, internal transfer credits and ATM deposits. Also includes POS returns, reversed overdraft fees, ATM fee refunds and re-deposited checks.
3	Chargebacks, re-deposited returned items and returned item Credits.
4	ATM withdrawals, one-time and recurring POS Transactions (both signature and PIN) - in the order received.
5	ACH payments (one-time and recurring), ACH payments converted to a check, online bill payments paid via ACH, internal transfer Debits, ATM fees, and safe deposit fees.
6	Withdrawals made in a Bell Bank branch.
7	Checks (including online bill payments paid via check) in numerical order from lowest to highest.
8	Automatic loan payments, international surcharges, and stop payment fees.
9	Inactivity fees and change saver Debits.
10	Automated ODP transfers from savings, Ready Reserve, or line of credit accounts
11	Service fees and overdraft fees from the previous day[1].
12	Interest deposits.

[1]Overdraft fees will not be charged if funds have been transferred from a linked Business Ready Reserve, line of credit, demand deposit or savings Account, or other sweep from an Account with us.

STOP PAYMENTS. The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as Electronic Fund Transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules. We may accept an order to stop payment on any item from any one of you. You must place any stop payment order in the manner required by law, and we must receive it in time to give us a reasonable opportunity to act on it before our stop payment cutoff time. Because stop payment orders are handled by computers, to be effective, your stop payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your Account whether you sign the item or not. Your stop payment order is effective for twelve months if it is given to us in writing. If the original stop payment order was oral your stop payment order will lapse after fourteen (14) calendar days if it is not confirmed in writing within that time period. We are not obligated to notify you when a stop payment order expires. If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any Legal Actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop payment order. Our stop

payment cutoff time is one (1) hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS. A telephone transfer of funds from this Account to another Account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.

QUESTIONABLE ACCOUNT ACTIVITY. If we suspect suspicious, irregular, fraudulent, unauthorized or unlawful activity involved with your Account ("Questionable Account Activity"), we reserve the right to prevent, delay, or decline transactions, freeze all or some of the funds in your Account, and otherwise restrict access to or close your Account. If we suspect an owner is a victim of elder or vulnerable adult exploitation, we may file a report with the appropriate investigative agency, as allowed under applicable state law. If appropriate, we may attempt to notify you of such actions taken as a result of Questionable Account Activity but are under no obligation to do so prior to taking such action. We may continue to delay or decline transactions and maintain a freeze on Account funds until all concerns regarding the Questionable Account Activity are resolved to our sole satisfaction.

STATEMENTS. We will provide you with monthly or periodic statements for your Account. The postal (or electronic) address you provide to us will be deemed to be correct for purposes of delivering Account statements and other notices to you, until we receive a change of address notification from you. If your statement is returned to us as a result of your failure to notify us of your change in address, we may stop sending Account statements to you until a valid address is provided to us, but for all purposes it shall be considered as if we delivered your Account statement to you as of the date that was or would have been printed on your Account statement. If you enroll in online banking, your periodic statements will be accessible online from the date of enrollment.

You must inspect your statement and any cancelled checks promptly after they are made available to you. You have a responsibility to review your Account statement in a timely manner and to notify us promptly of any errors. Within thirty (30) calendar days after your statement is postmarked or made available to you, or Account transaction history is made available to you through Online Banking, you must notify us in writing of any errors, discrepancies, or irregularities, including but not limited to, unauthorized signatures, alterations, improper chargers, unauthorized transfers or withdrawal of funds, nonreceipt of an expected statement, or that any deposit was not properly credited to your Account. We will not be responsible for any loss suffered by you if you do not notify us in writing within this time period. If we pay an item bearing an unauthorized signature, forged maker's signature or forged endorsement or alteration, our liability, if any, shall be limited to the face amount of the item.

If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss. Your cooperation may include, but not be limited to, providing us with an affidavit containing whatever reasonable information we required concerning your Account, the transaction and the circumstances surrounding the loss. You further agree to notify law enforcement authorities of any criminal act related to the claim. 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 attorney's fees. 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.

ACCOUNT TRANSFER. This Account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS. If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your Account, you authorize us to deduct the amount of our liability to the federal government from the Account or from any other Account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

SETOFF. We may (without prior notice and when permitted by law) set off the funds in this Account against any due and payable debt any of you owe us now or in the future. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date. This right of setoff does not apply to this Account if prohibited by law. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this Account. You agree to hold us harmless from any Claim arising as a result of our exercise of our right of setoff.

AGENCY (Power of Attorney) DESIGNATION. The agent is merely designated to conduct transactions on the Account owner's behalf. The Account owner does not give up any rights to act on the Account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the Account. The Account owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the Account owner's behalf. The Account owner may terminate the agency at any time, and the agency is automatically terminated by the death of the Account owner. However, we may continue to honor the transactions of the agent until: (1) we have received written notice or have actual knowledge of the termination of the agency, and (2) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

RESTRICTIVE LEGENDS OR ENDORSEMENTS. The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, Claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within ninety (90) calendar days" or "not valid for more than $1,000." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

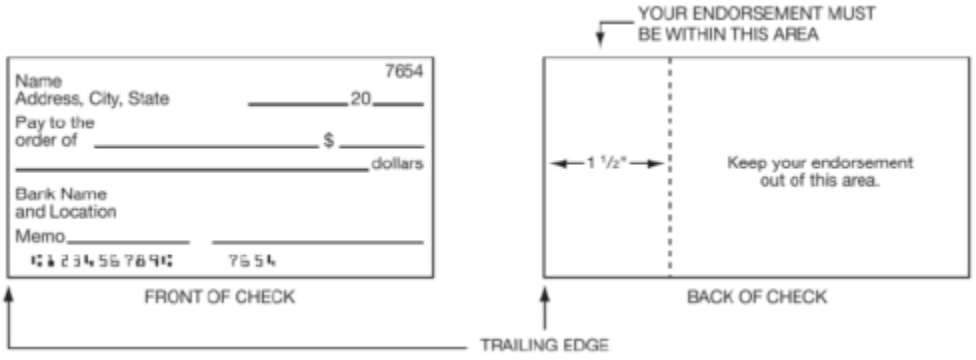
STALE-DATED CHECKS. We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six (6) months after its date. If you do not want us to pay a stale-dated check, you must place a stop payment order on the check in the manner we have described herein.

FACSIMILE AND ELECTRONIC SIGNATURES. Unless you make advance arrangements with us, we have no obligation to honor facsimile or electronic signatures on your checks or other orders. If we agree to honor items containing facsimile or electronic signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile or electronic signature(s) may have been affixed. You must notify us immediately if you suspect that your facsimile or electronic signature is being or has been misused or if there is a security breach in your system which has the potential to cause unauthorized use of your facsimile or electronic signature. If you choose to utilize a facsimile or electronic signature, you are doing so at your own discretion and risk. We will not be liable for any loss incurred as a result of your election to utilize a facsimile or electronic signature.

CHECK PROCESSING. We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders. All checks drawn on your Account must be written in black or blue ink. Other ink colors, gel pens, or pencil should not be used. Use of ink colors other than black or blue may result in illegible check images. There may be cases where you will need the check image to prove payment has been made.

CHECK CASHING. We may charge a fee for anyone that does not have an Account with us who is cashing a check, draft or other instrument written on your Account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

ENDORSEMENTS. We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine. To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g., additional endorsements, ID information, driver's license number, etc.) must fall within 1 ½" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment. As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 ½" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement. These endorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE. You agree to notify us promptly if any person with a right to withdraw funds from your Account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (1) we know of your death or adjudication of incompetence, and (2) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) calendar days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the Account.

FIDUCIARY ACCOUNTS. Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This Account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an Account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION. You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT. If we are served with any Legal Action, we will comply with that Legal Action. Or, in our discretion, we may freeze the assets in the Account and not allow any payments 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 if there are insufficient funds to pay your items because we have withdrawn funds from your Account or in any way 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 520 Main Avenue, Fargo, ND 58103.

Any opt-out notice is effective only if it complies with the preceding requirements and is postmarked within sixty (60) calendar 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 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) calendar 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 the 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 (2) 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.

ACCOUNT SECURITY. Duty to protect Account information and methods of access. It is your responsibility to protect the Account numbers and electronic access devices (e.g., an ATM card) we provide you for your Account(s). Do not discuss, compare, or share information about your Account number(s) with anyone. An Account number can be used by thieves to issue an electronic Debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (e.g., a family member or coworker) you are liable for the transfers, despite whether the amount or frequency is consistent with any such authorization. Your Account number can also be used to electronically remove money from your Account, and payment can be made from your Account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. If you believe your checks have been lost or stolen, you shall notify us immediately. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself. We may share in the loss with you if we failed to use ordinary care and if we substantially contributed to the loss.

FRAUD PREVENTION SERVICES. You agree that if we offer you any type of fraud prevention service appropriate for your Account to help identify and limit fraud or other unauthorized transactions against your Account, and you reject those services, you will be solely responsible for any fraudulent or unauthorized transactions. Further, you will be precluded from asserting any Claim against us for any fraudulent or unauthorized transaction. If you bring any legal action against us associated with any fraudulent or unauthorized transaction and it is determined that any loss suffered by you could have been prevented by your use of the services offered to you, we shall be entitled to recover from you all attorneys' fees and other expenses incurred by us in connection with such Claim. In the event of any inconsistency between the foregoing and the UCC or any other agreement between you and us, the foregoing shall prevail to the extent legally permitted.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS. Subject to applicable federal and state statutes and regulations, 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. To provide you with the best possible service in our ongoing relationship for your Account we may need to contact you about your Account from time to time by telephone, text messaging or email. You authorize us to contact you regarding your Account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing relationship or that you may subsequently provide to us. 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.

CLAIM OF LOSS. If you claim a Credit or refund because of a forgery, alteration, or any other 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 lost, missing, or stolen checks or 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.

LOSSES INCURRED FROM CHECK FRAUD. Liability for monetary losses incurred as a result of check fraud may be limited depending on the care exercised by you. If you fail to exercise ordinary care, you may be restricted from seeking restitution from us if your own failure(s) contributed to a forged or altered check. Ordinary care requires you to follow reasonable commercial standards. Examples of ordinary care include:

Bank statement reconciliation. Reconcile your bank statement within a reasonable time and report unauthorized checks immediately. Note: in accordance with this Agreement, you must reconcile your bank statements within thirty (30) calendar days of receipt.

Check paper. Checks should have a minimum of seven (7) security features: foiling, chemical sensitive paper, padlock icon and warning, microprint signature line, warning box, security screen, erasure protection, fluorescent fibers, watermark, high resolution border, multi-chemical reactive papers, and copy void pantographs.

Vendor security practice. Bell Bank is partnered with Deluxe Financial Services. Deluxe business checks are screened using Fraud Blocker. Fraud Blocker is a proprietary fraud protection service that uses sophisticated levels of security to help protect businesses from check order fraud and reduce the risk of identity theft. When using a vendor other than Deluxe Financial Services, ensure they also use security features to guard against check order fraud, identity theft and use secure packaging (tamper evident tape cannot be broken without showing evidence of tampering) for delivery of check supply.

Check supply storage. Store all checks in a secure and locked facility with security control devices and maintain proper control over access devices.

Facsimile signature rubber stamp. Avoid the use of rubber signature stamps. If use of a signature stamp is required, store it in security-controlled area separate from the check stock supply and maintain proper control over access devices.

Statement and cancelled check storage. Store statements and cancelled checks in a secure and locked facility with security control devices and maintain proper control over access devices.

Destruction of documents. Dispose of cancelled checks and bank statements properly (e.g., shredding).

Protection of Account information. Do not disclose checking Account numbers to unknown individuals.

RESOLVING ACCOUNT DISPUTES. We may place an administrative hold on the funds in your Account (refuse payment or withdrawal of the funds) if your Account becomes subject to: (1) a Claim adverse to your own interest; (2) anyone claiming an interest in the account such as survivors or beneficiaries of your Account; or (3) a Claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary, in our sole discretion, 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.

WAIVER OF NOTICES. To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your Account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES. If you truncate an original check and create a Substitute Check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a Substitute Check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any Substitute Check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept Substitute Checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act.

REMOTELY CREATED CHECKS. Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least two (2) years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned, you owe us the amount of the check, regardless of when the check is returned. We may take funds from your Account to pay the amount you owe us, and if there are insufficient funds in your Account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE. Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this Account or relationship. Restricted transactions generally include, but are not limited to, those in which Credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

FUNDS TRANSFERS. This Agreement is subject to UCC 4A as adopted by Governing Law. This Agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. This Agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This Agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this Agreement does apply to a funds transfer that is a Remittance Transfer as defined in EFTA unless the Remittance Transfer is an electronic fund transfer as defined in EFTA.

> **Funds transfer.** A funds transfer is a transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may request a funds transfer in person, within your online banking portal, and in some instances, by telephone, telefacsimile, or email. All funds transfer requests made in person, or via email, telephone, or telefacsimile must be signed by you or an individual authorized to initiate such funds transfers ("Authorized Representative") and must contain detailed and specific instructions in a form acceptable to us in our sole discretion. In

the event you are unable to physically or electronically sign any funds transfer request, you agree that we may, in our sole discretion, accept the funds transfer request without such signature so long as we have collected the proper authorization from you or your Authorized Representative and conducted the appropriate security procedures as outlined herein.

Acceptance of your payment order. We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable Credit in an authorized Account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable Credit in a non-interest-bearing Account.

Cutoff time. If we do not receive your payment order or communication canceling or amending a payment order before our Cutoff Time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer Business Day.

Payment of your order. If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized Account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

Security procedure. You agree and consent to the use of certain security procedures by us to confirm the validity of a funds transfer request. You understand that the security procedures are not designed to detect errors in the contents of the funds transfer request or to prevent duplicate transfers.

Depending on the method utilized to initiate the funds transfer, commercially reasonable security procedures may include: (1) verification of the individuals initiating the funds transfer request to ensure they are the individuals previously authorized to initiate a funds transfer from the Account; (2) contacting you or your Authorized Representative using information from your Account records to verify the funds transfer (this contact may be through a method different than the one you used to request the funds transfer); (3) security codes or tokens; obtaining other identifying information or documentation from you or your Authorized Representative which we may, in our sole discretion, deem appropriate under the circumstances. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us.

You hereby agree that your utilization of any security procedure established hereunder shall constitute your agreement to its use and affirmative acknowledgment of its commercial reasonableness. You further agree that any funds transfer request that is acted upon in good faith by us in compliance with these security procedures, whether or not in fact authorized by you, shall constitute an authorized funds transfer. If we offer you a commercially reasonable security

procedure which you reject, you agree that you are solely responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure you have selected.

You are responsible for establishing and maintaining the security procedures to safeguard against unauthorized transmissions. If you believe or suspect that any information or instructions have been made known, compromised or accessed by unauthorized persons, you agree to notify us immediately. The occurrence of such notification will not affect any transfers made in good faith by us prior to the notification and within a reasonable time period to prevent unauthorized transactions. You agree that you shall be solely liable for any liability, loss, or damage resulting from our actions in accordance with instructions provided to us from an you or your Authorized Representative when accompanied by the applicable security procedure(s) including the use of online banking.

International funds transfer. You are responsible for providing us with the name and address of an intermediary bank at the time of the funds transfer. If you do not supply us with an intermediary bank, we will select one of our choosing. We will not be held liable if we have not confirmed the intermediary bank with you. Unless you state otherwise within the funds transfer request, Funds transfer sent to foreign countries may be converted to the currency of the destination country at our rate of currency exchange for remittance transfers. Even if you tell us that you want the funds transfer sent in U.S. dollars, we cannot guarantee that the beneficiary/designated recipient will receive the funds in U.S. currency. The actual amount that the beneficiary/designated recipient receives may be reduced by fees and taxes imposed by the beneficiary bank, or a correspondent bank, including currency conversion charges.

Duty to report unauthorized or erroneous payment. You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary and not otherwise erroneous. If you discover, or with reasonable care should have discovered, an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed fourteen (14) calendar days from when you are notified of our acceptance or execution of the payment order or amendment or that your Account was Debited with respect to the order or amendment. If you do not provide us with timely notice, you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Inconsistency of name and Account number. You acknowledge and agree that when you or your Authorized Representative provides us with a name and Account number in order for us to process a funds transfer, a payment may be made by the designated recipient's bank solely on the basis of the Account number, even if the Account number identifies a person different from the beneficiary so named. We or an intermediary bank may send a funds transfer to an intermediary bank or designated recipient's bank based solely on the bank identifying number, even if the payment order indicates a different name. We may rely on all information contained in the funds transfer request regardless of who may have provided the information. You further agree that your obligation to pay the amount of a funds transfer to us is not excused in such circumstances. Except as provided by applicable law, any losses resulting from an incorrect Account number or your misidentification of the designated recipient is your responsibility and not ours.

Rejection of funds transfer. We are not obligated to accept any incoming funds transfer for your benefit. Further, we have a right to reject any funds transfer request for reasons including, but not limited to: insufficient or uncollected funds in the Account specified in the funds transfer request; a request that fails to adhere to commercially reasonable security procedures; our inability to execute the funds transfer; our inability to verify the authenticity of the funds transfer request; or if we, in good faith and in our sole discretion believe the funds transfer request is fraudulent in nature and could result in a loss to you or us.

If we recommend you refrain from sending a funds transfer due to a suspicion of fraud and you choose to send the funds transfer despite such recommendation, you agree that you shall be solely liable for any and all loss associated with such funds transfer. However, nothing in this Agreement shall be construed to create an obligation or duty of us to warn you of a suspicion of fraud.

Notice of Credit. If we receive a payment order to Credit an Account you have with us, we are not required to provide you with any notice of the payment order or the Credit.

Provisional Credit. You agree to be bound by the automated clearing house association operating rules, which provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the UCC.

Refund of Credit. You agree that if we do not receive payment of an amount credited to your Account, we are entitled to a refund from you in the amount credited and the Party originating such payment will not be considered to have paid the amount so credited.

Cancelation or amendment of payment order. You may cancel or amend a payment order you give us only if we receive the communication of cancelation or amendment before our Cutoff Time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancelation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries. We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary.

Limit on liability. You waive any Claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous execution. If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Objection to payment. If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within the applicable timeframe contemplated by Governing Law.

BUSINESS DEBIT CARD. This Card is for use solely by the sole proprietor and individuals it may authorize. The Card can be used for business purpose Point-of-Sale and ATM Transactions only. The Card

may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all cardholders that the Card shall not be used for consumer purposes. We assume all transactions are for business purposes and we do not monitor transactions to determine their purpose.

Account requirement, payment responsibility, transferability, enforceability. The services described in this Agreement will be available to you only as long as you maintain a business checking or savings Account with us. You are liable for the payment of Card transactions authorized by you or your agent or any cardholder or their agent. The Card may not be transferred or assigned without our written consent.

How to use the business Debit Card, security procedures. The Card allows cardholders to directly access the business checking or savings Account specified in your Card application. We will issue Cards and codes to you at your request. Each Card will identify your business as well as the cardholder. You agree to the following security procedures: (1) each cardholder must sign their Card before it may be used; (2) a Card and a code are required to be used together to obtain cash at designated ATMs. You may use your Card to purchase goods or pay for services without a code; (3)once a Card has been issued it cannot be transferred to another person; (4) you will immediately notify us when you terminate a cardholder's rights to utilize the Card and you will promptly return the Card to us; (5) you will provide written instructions to all cardholders about the importance of protecting the Card and code; (6) you will examine your receipts and periodic statements in a timely manner; and (7) the dollar/frequency limits assigned to each cardholder will also act as a security procedure.

Termination. We may terminate this Card at any time by written notice to you. You may terminate this Card by written notice to us.

Order of payment. Our policy is to post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks, drafts, and other items.

Overdraft protection. If your Account has an overdraft protection feature, unless otherwise agreed in writing, Card transactions that would otherwise overdraw your Account will be covered by the overdraft protection feature. Your overdraft protection feature will be documented in a separate agreement. You should become familiar with that agreement as some of the terms, such as your liability for unauthorized transfers initiated with your Card, may vary from the terms of this Agreement.

Types of transactions. Below are the types of transactions your Card will accommodate.

ATM Transfers. You may access your Account by ATM using your Card and code to: (1) make deposits to your checking or savings Account(s); (2) get cash withdrawals from your checking or savings Account(s) (you may withdraw no more than $500 per day, unless a different limit has been assigned); (3) transfer funds between your Account(s); and (4) get information about your Account balances. Some of these services may not be available at all ATMs.

Point-of-Sale Transactions. You may access your checking Account with your Card to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. Using your Card and/or code: (1) you may make no more than ten (10) ATM transactions per day, and thirty

five (35) POS Transactions per day, per card, unless a different limit has been assigned, and (2) you may not exceed $2,500 in transactions per day, per Card unless a different limit has been assigned.

International Transaction Fees. If you use your ATM and Debit Card outside the United States, or if you initiate a cross-border transaction with your Debit Card, we will charge you an International Transaction Fee equal to three percent (3%) of the amount of the transaction. A cross-border transaction is a transaction that occurs at a card acceptance location in a different country from the country in which the card was issued. This means a cross-border transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is a cross-border transaction even though made while you are physically in the United States

Advisory against illegal use. You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Fees. Refer to the separate fee schedule governing your business debit card for additional information on fees associated with your Card.

Documentation.

Terminal transfers. You can get a receipt at the time you make a transfer to or from your Account using an ATM or point-of-sale Terminal. However, you may not get a receipt if the amount of the transfer is $15 or less.

Retain copies for your records. You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your Account record (but not while at an ATM). You should review your periodic statement for accuracy and compare your Account record against your periodic statement to reconcile balances.

Periodic Account statements. You will get a monthly Account statement from us for your Account that will also include a record of transactions made using your Card.

Limitations on our liability. We will not be liable if: (1) you do not have enough money in your Account to make the transfer; (2) you have an overdraft line and the transfer would cause you to exceed your credit limit; (3) an ATM does not have sufficient cash; (4) an ATM or system is not working properly; (5) circumstances beyond our control (such as fire or flood) prevent the transfer; (6) a merchant refuses to accept your Card; or (7) an ATM rejects your Card. There may be other limitations on our liability.

Unauthorized transfers. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose Cards as described in this Agreement. You are liable for Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law. If you believe your Card or code has been lost, stolen or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing.

You will not be liable for any unauthorized transactions using your Card if: (1) you can demonstrate that you have exercised reasonable care in safeguarding your Card from the risk of loss or theft, and (2) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

FUNDS AVAILABILITY POLICY. This policy statement applies when deposits you make are available for withdrawal. The availability of your deposit is counted in Business Days from the Day of Deposit. For determining the availability of a deposit, every day is a Business Day except Saturdays, Sundays, and Federal Holidays. If you make a deposit before the Cutoff Time on a Business Day, we will consider that day to be the Day of Deposit. If you make a deposit after the Cutoff Time on a Business Day, or on a day that is not a Business Day, the Day of Deposit will be considered the next Business Day.

Our general policies, as described below, do not apply to checks payable by, at or through any financial institution located outside the United States. Ask us about the availability of those checks. If you need to know the availability of any particular deposit, contact us at 1-800-450-8949.

Cutoff times. The Cutoff Times for deposits is determined as follows. All times are Central Time (CT):

Deposit Method	Cutoff Time
Bell Bank Branches and Drive Throughs	7:30 PM or, if sooner, branch closing time
ATM	4:30 PM
Mail/Day Drop (no receipt)	7:30 PM or, if sooner, branch closing time
Night Depositories	7:30 AM
Transfers between Bell Bank Accounts initiated through Customer Service	9:00 PM
Transfers between Bell Bank Accounts (online or VRU phone transfers)	11:00 PM
Wire Transfer Deposits	5:40 PM
Mobile Deposits	7:30 PM

General policy. Our policy is to make funds from your cash and check deposits available to you on the first (1st) Business Day after the day we receive your deposit. Electronic deposits (including transfers from another Bell Bank account, wire transfers and preauthorized direct deposits such as Social Security or payroll deposits) will be available the Day of Deposit. We may extend availability of check deposits for exception reasons (see section below titled "Longer delays may apply"). If we do, we will notify you at the time of the deposit or when the hold is placed. If you are a new customer, during the first thirty (30) calendar days your Account is open, we may extend the availability stated above as outlined in the section below titled "Special rules for new Accounts". Remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us.

The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Longer delays may apply. Funds you deposit by check may be delayed for a longer period under the following circumstances: (1) we believe a check you deposit will not be paid; (2) you deposit checks totaling more than $6,725 on any single day; (3) you redeposit a check that has been returned unpaid; (4) you have overdrawn your Account repeatedly in the last six (6)months; or (5) there is an emergency, such as failure of computer or communications equipment. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) Business Day after the Day of Deposit.

Special rules for new Accounts. If you are a new customer, the following special rules will apply during the first thirty (30) calendar days your Account is open. Funds from electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from cash, and the first $6,725 of a single day's total deposits of U.S. Treasury checks, money orders, cashier's, certified, teller's, travelers, and federal, state and local government checks will be available on the first (1st) Business Day after the Day of Deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 will be available on the fifth (5th) Business Day after the Day of Deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725 will not be available until the second (2nd) Business Day after the Day of Deposit. Funds from all other check deposits will be available on the fifth (5th) Business Day after the Day of Deposit.

Mobile deposits. We will post your mobile banking deposit within two (2) Business Days of receipt. Unless further review is required, funds will generally be available on the first (1st) Business Day after the day the deposit is posted to your Account. If further review is required, funds will generally be available no later than the third (3rd) Business Day after the day the deposit is posted to your Account. If an exception listed in the section "Longer delays may apply" is applicable, we may extend the availability as outlined in that section.

Deposits at ATMs. Funds from any deposits made at an ATM that we own or operate will be made available according to our general policy. Funds from any deposits (cash or checks) made at ATMs we do not own or operate will not be available until the fifth (5th) Business Day after the Day of Deposit. All ATMs that we own or operate are identified by a Bell Bank logo.

MISCELLANEOUS PROVISIONS.

AMENDMENTS AND TERMINATION. We may change any term of this Agreement. If we make changes, we may 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. Items presented for payment after the Account is closed may be dishonored. When you close your Account, you are responsible for leaving enough money in the Account to cover any outstanding items to be paid from the Account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or Account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your Account, we might immediately freeze or close your Account and then give you notice. If we have notified you of a change in any term governing 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 AND ELECTRONIC SIGNATURES. 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, 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. Bell Bank's 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 the 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 Bell Bank will be entitled to rely and act on any such communication. You have the right to request a paper copy of the Account Documents.

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 Agreement 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 Agreement should be construed so the singular includes the plural and the plural includes the singular.

NOTICES. Any written notice you give us is effective when we actually receive it and have a reasonable opportunity to act on it. Any notice given to us must be given in accordance with any specific delivery instructions for such notice. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. 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 or when sent via electronic means, if applicable. Notice to any of you is notice to all of you.