

## **ELECTRONIC DISCLOSURES/CONSENT and E-SIGNATURES AUTHORIZATION ACKNOWLEDGMENT/CONSENT**

This E-Signatures Authorization Acknowledgment And Consent will also be referred to in this document as the "Agreement" and constitutes the full agreement by and between Profinium, Inc. ("Financial Institution") and Max M Marketing (each a "Consenting Party"), with respect to the use of electronic signature. The bank uses eSign. The technology may change or expand at any time as determined by the financial institution. The following provisions are important disclosures which apply to your election to receive electronic records.

Financial Institution and Consenting Party agree to the following:

1. Each Consenting Party authorizes Financial Institution to use an electronic signature of the Consenting Party for all documents, agreements, attachments, addendums including, without limitation, all deposit and lending related documents such as account agreements, loan agreements, security agreements, mortgages, deeds of trust, guaranties and hypothecations (collectively, the "Documents") in any way connected to the transaction ("Transaction") being entered into between the Consenting Party and the Financial Institution. This consent is specifically to permit an electronic signature (as of the nature then in use by the Financial Institution) in lieu of hand-written signatures on any one or more of the Documents.
2. Financial Institution consents to accept such signatures as true, correct and binding signatures of the Consenting Party and to enter into the Transaction in reliance thereon.
3. Each Consenting Party agrees that its electronic signature will be enforceable as and to the full extent of a hand-written signature as an original for enforcement/enforceability of the Documents containing the electronic signature(s), whether in court (state or federal), arbitration or otherwise. Consenting Party will not raise any defenses or invoke regulatory or statutory claim attempting to invalidate the enforceability of the Documents to which the electronic signature is affixed.

**NOTICES.** Any notice from Financial Institution to Consenting Party shall be deemed given when mailed, postage paid, and addressed to any Consenting Party at the last address furnished by any Consenting Party to the Financial Institution. Any notice from Consenting Party to Financial Institution shall be deemed given when mailed, postage paid, and addressed to the Financial Institution at its principal place of business.

**ENTIRE AGREEMENT.** This Agreement contains and constitutes the entire understanding between Financial Institution and each Consenting Party regarding the subject matter hereof and may not be modified, amended, or terminated except by written agreement signed by Financial Institution and each Consenting Party that such modification, amendment or termination affects. All prior or subsequent oral agreements and/or discussions relating to this Agreement are superseded by this Agreement. Further, in the event of any conflict between the terms and provisions contained in this Agreement and any other document(s) relating to use of electronic signatures, the terms and provisions of this Agreement shall control.

**BINDING EFFECT.** The obligations hereof shall bind the heirs, executors, administrators, successors, and assigns of each Consenting Party, and all rights, benefits and privileges hereby conferred on Financial Institution shall be and hereby are extended to and conferred upon and may be enforced by its successors and assigns. Further, if any Consenting Party is a partnership, the obligations hereof shall continue in force, and apply, notwithstanding any change in the membership of such partnership, whether arising from the death or retirement of one or more partners or the accession of one or more new partners.

**ENFORCEABILITY.** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**HEADINGS.** Section headings/titles are for convenience only and are not to be used in construing or interpreting this Agreement.

**GOVERNING LAW.** This Agreement shall be governed by the laws of the state of Minnesota except to the extent that federal law is controlling.

**DEFINITIONS.** In the provisions hereof, the terms "you" and "your" refer to the consumer, and the terms "we" and "us" refer to Profinium, Inc.. Also, the use of "you" and "your" shall be construed in the singular and plural, as the text requires.

**SCOPE AND DURATION.** You have elected to receive all available disclosures, notices and other records ("records") from us in either paper or electronic form.

**SYSTEM REQUIREMENTS.** Your system must have the following necessary hardware and software in order to receive and retrieve electronically: In order to access, view and retain electronic communications that we make available to you, you must have access to certain minimum technology requirements. You can find those technology requirements at, <https://helpx.adobe.com/sign/system-requirements.html>. We will notify you of any change in the hardware or software requirements needed for access to or retention of electronic records.

**CONFIRMATION.** By electing to have records provided to you in electronic form, you agree to confirm your ability to access the information.

When we notify you of any system change, you must reconfirm your consent according to the instructions provided at the time, or withdraw your consent, in the manner set forth below.

**REQUESTING PAPER COPIES.** You may request paper copies of your records. To request a paper copy, please follow these procedures:

- After your consent is given, you may request from us paper copies of your Documents. Please contact your Loan Officer or Relationship Banker at (800) 254-6197.
- If you request paper copies of the Documents you will not be required to pay a fee for receiving paper copies of the Documents.

**CHANGING YOUR E-MAIL ADDRESS.** When you change your e-mail address or other contact information, you must provide us with your new e-mail address or other contact information. If you fail to provide us with this information and electronic records are returned undelivered,

- You must promptly notify us if there is a change in your email address or in other information needed to contact you electronically. Please contact your Loan Officer or Relationship Banker at (800) 254-6197.
- We will not assume liability for non-receipt of notification of availability of eDisclosures in the event your email address on file is invalid; your email or Internet service provider filters the notification as "spam" or "junk mail"; there is a malfunction in your computer, browser, Internet service and/or software; or for other reasons beyond our control..

**WITHDRAWAL OF CONSENT.** Any authorized signer for the account listed on the Consent Agreement has the right to withdraw at any time the consent to have records provided in electronic form, either using the Withdrawal of Consent section supplied below or in any notification approved by us. Your consent withdrawal will not be effective until we receive it and have had a reasonable opportunity to act upon it.

To withdraw your consent, please follow these procedures:

- You have the right to withdraw your consent at any time. By declining or revoking your consent to receive eDisclosures, we will provide you with the Documents in paper form.
- If you originally consent to receive eDisclosures, but later decide to withdraw your consent, you can do so by clicking on the "Decline" button or by contacting your Loan Officer or Relationship Banker at (800) 254-6197.
- If you originally consent to receive eDisclosures, but later withdraw your consent you will be provided with paper copies of the Documents for which you did not consent to receive electronically.
- After you opt-out request is processed, you will begin receiving paper copies of account statements and additional charges may apply.

**CONTACT INFORMATION.** For questions about the electronic delivery of statements and notices, contact: Profinium Operations at [operations@profinium.com](mailto:operations@profinium.com).