

ACKNOWLEDGEMENT AND CONSENT FOR ELECTRONIC SIGNATURES, DISCLOSURES AND NOTICES

Name and Address of Financial Institution:

Highland Bank
701 Central Ave E
St. Michael MN 55370
www.highland.bank

This Acknowledgement and Consent for Electronic Signatures, Disclosures and Notices form is to be called/used in conjunction with the use of digital signatures on forms and the following provisions apply to your election to receive electronic records. It also documents authorization for and establishes the reliability of the digital signature. This Acknowledgement and Consent for Electronic Signatures, Disclosures and Notices (the "Agreement") constitutes the entire agreement by and between Financial Institution, each account owner and consumers consenting below (each a "consenting Party"), with respect to the use of electronic signatures and electronic records. For joint accounts, the consent to this Agreement by any account owner applies to all account owners and any other parties to the account.

1. **DEFINITIONS.** In the provisions hereof, the terms "you", "your" and "Consenting Party" refer to the person(s) opening this account electronically, and the terms "we" and "us" refer to the financial institution ("Financial Institution") listed above. Also, the use of "you and "your" are to be construed in the singular and plural, as the text requires.
2. **SCOPE AND DURATION.** You have elected to receive all available disclosures, notices and other records ("records") from us in electronic form, until you close the account(s) or until such time the events described in Changing Your E-mail Address or Withdrawal of Consent provisions occur. We may exercise our right to deliver disclosures, notices and other records in writing, rather than electronically. All written documents will be sent to the primary address we have on file for you at the time of delivery.
You agree that this consent will apply to any enrollment or use of additional Digital Services and it is not necessary to re-accept terms like those in this consent.
3. **SYSTEM REQUIREMENTS.** Below are the necessary hardware and software requirements you must have in order to receive and retrieve records electronically. We will notify you of any change in the hardware or software requirements needed for access to or retention of electronic records.
A computer/device with operating system capable of supporting an Internet Connection, a supported Internet Browser version, a current version of program that reads/displays PDF files, printer to produce paper records and email storage with active email address for electronic record retention.
4. **CONFIRMATION.** By electing to have your records provided to you in an electronic form, you agree to confirm your ability to receive those records electronically by following any procedures specified by us, from time to time. When we notify you of any system changes, you may need to reconfirm your consent according to the instructions provided at the time or withdraw your consent.
You confirm by using the System that you have the required hardware and software, including viewing, downloading, printing and electronically receiving such documents.
5. **REQUESTING PAPER COPIES.** You may request paper copies of your records.
To request paper copies, please follow these procedures: Visit any Highland Bank branch or contact Customer Service at 952-858-4888 or customer.service@highland.bank during normal business hours. Please provide your name, email, phone number, postal address and document title. For fee information, please refer to the Highland Bank Service Fee Schedule.
6. **CHANGING YOUR E-MAIL ADDRESS.** If you change your email address or other contact information, you must provide us with your new email address or other contact information. The change will not be effective until we receive it and have had a reasonable opportunity to act upon it. If you fail to provide us with this information and electronic records are returned undelivered, then we will take the following action(s):
You may receive paper records by USPS mail until a valid email address can be provided. Visit a Highland Bank branch or contact Customer Service at 952-858-4888 or customer.service@highland.bank or log into Highland Bank Online Banking to update your e-mail address. Re-enrollment of electronic records may be required.
7. **BINDING EFFECT.** The obligations hereof bind your heirs, executors, administrators, successors and assigns and all rights, benefits and privileges hereby conferred on Financial Institution are hereby 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 will 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.
8. **ENFORCEABILITY.** Whether possible each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by or invalidated under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or remaining provisions of this Agreement.
9. **HEADINGS.** Section headings/titles are for convenience only and are not to be used in construing or interpreting this Agreement.
10. **GOVERNING LAW.** This Agreement is governed by the laws of the state in which the account(s) is opened except to the extent that federal law is controlling.
11. **ELECTRONIC SIGNATURES:**
 - a. You authorize us to use your electronic signature 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 you and the Financial Institution until you close the account(s) or until such time the events described in the Withdrawal of Consent provision occurs. This consent is specifically to permit an electronic signature (as of the nature then is used by the Financial Institution) in lieu of hand-written signatures on any one or more of the Documents.
 - b. Financial Institution consents to accept such signatures as true, correct and binding signatures of any Consenting Party and to enter into the Transaction in reliance thereon.
 - c. You agree that your 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 signatures(s), whether in court (state or federal), arbitration or otherwise. You will not raise any defenses or invoke regulatory or statutory claims attempting to invalidate the enforceability of the documents to which the electronic signature is affixed.
12. **WITHDRAWAL OF CONSENT.** Any authorized signer, for the account(s) listed on this Agreement, has the right to withdraw at any time the consent to the use of electronic signatures and to have records provided in electronic form, either using a Withdrawal of Consent document or in any notification approved by us. Your withdrawal of consent 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: Visit any Highland Bank branch or contact Customer Service at 952-858-4888 or customer.service@highland.bank during normal business hours. Please provide your name, email, date, phone number, postal address and document title.
13. **APPLICABLE FEES (if any).** Please refer to the Highland Bank Service Fee Schedule.
14. **ADDITIONAL TERMS (if any).**
15. **ACKNOWLEDGEMENT.** By consenting to this Acknowledgement and Consent for Electronic Signatures, Disclosures and Notices, you acknowledge that you have read, understood and agree to the above provisions, and authorize us to use your electronic signature as well as provide you with records for the account(s) signed as a part of this process.