

Consent to Use of Electronic Signature

As part of our relationship with you, we are required by law to provide you certain notices and disclosures “in writing.” By agreeing to this E-SIGN Disclosure and Consent Agreement (“E-SIGN Agreement”) we can provide this information electronically. Additionally, by consenting to this E-SIGN Agreement, you agree to the use of electronic records and electronic signatures in your relationship and transactions with us.

The words “we,” “us” and “our” refer to The First National Bank of Bastrop, and the words “you” and “your” mean the individual(s) identified on the applicable deposit or loan Account(s). “Account(s)” includes application(s) for deposit or loan Account(s).

By digitally signing the bank’s required documentation using your device, you hereby consent to the use of your electronic signature and agree that your electronic signature is legally binding. Any record containing your electronic signature shall be deemed for all purposes to have been “signed” and will constitute an “original” when printed from electronic records established and maintained by the Bank or its agents in the normal course of business. You further acknowledge and agree that an electronic or printed copy of such electronically executed document (together with any applicable screen captures or other records evidencing your electronic signature) will be admissible in a court of competent jurisdiction as evidence of your agreement to or acknowledgement of the terms and conditions contained therein to the same extent as if a document containing a “wet ink” signature had been produced. Upon the Bank’s request, and if deemed necessary by the Bank, you agree to manually sign or place your signature on any paper original of any electronic record that the Bank provides you, containing your purported electronic signature.

You agree that the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) and the Texas Business and Commerce Code (Chapter 322.001 et seq.) shall apply to (i) this Agreement; (ii) any and all additional agreements between you and the Bank; and (iii) our ability to conduct business with you by electronic means.

Consent to Conduct Transactions Electronically and to Receive Electronic Disclosures and Notices (E-Sign)

This Agreement contains important information that you are entitled to receive before you consent to receive electronic records. Please read this Agreement carefully and download, save and/or print a copy for your files. By consenting, you acknowledge and agree that you have the ability to receive communications electronically.

This Agreement discloses certain information to you that we are required to provide before obtaining your consent to receive legally required notices and disclosures by electronic means. This Agreement also obtains your consent to electronically receive such legally required notices and disclosures (i.e., “required information”) in a manner that reasonably demonstrates your ability to access and retain the required information.

Types of Required Information Provided by Electronic Means, Accessing and Retaining Information

You agree to receive electronic delivery of certain documents such as disclosures, forms, notices, and communications regarding your Account. Your consent to receive electronic documents may include, but is not limited to:

1. Legal and regulatory disclosures and communications associated with your deposit or loan account(s) or the Bank’s services;
2. Notices or disclosures about a change in the terms of your agreements with us and your deposit or loan account, including associated features and responses to claims; and
3. Privacy policies and notices.

All documents that we provide to you in electronic format will be provided either (i) via e-mail; (ii) by access to a website which will be provided to you in an e-mail notice from us when the documents are available; (iii) by posting on a website that we designate for that purpose; or (iv) requesting you to download a PDF. It is your responsibility to print or download these electronic documents if you wish to maintain a copy for your records.

We will provide or make required information available to you in PDF format. To access and retain required information, you will need the following:

- A personal computer or other device which is capable of accessing the internet and an up-to-date version of a web browser wesupport.
- An active e-mail account with an internet service provider and e-mail software.
- A current version of a PDF reader: Adobe Reader or similar software may be required to view and print PDF files. You may download the most current version of the software identified above by going to <http://get.adobe.com/reader>.
- A printer (for printed copies) or a working hard drive or other storage device (to store electronic copies).

These technical requirements are subject to change. If they change, and that change creates a material risk that you would not be able to access or retain a subsequent electronic communication, you will be provided with access to an updated version of the requirements.

How to Obtain Paper Copies of Required Information

You may request a free paper copy of required information we have electronically provided or made available to you at any time by contacting us as set out below. Additionally, you may download and print any required information we send you.

Our Option to Send Paper

Your consent does not mean that we must provide the required information electronically. We may, at our option, deliver required information and other communications to you on paper should we choose to do so. We may also require that certain communications from you be delivered to us on paper at a specified address.

Withdrawing Your Consent

If, after you have consented to receive the required information electronically, you decide that you wish to receive the required information in paper format only, you may withdraw your previously provided consent by contacting us as set out below. Withdrawal of your consent shall not affect the legal effectiveness, validity, or enforceability of electronic disclosures provided or made available to you prior to implementation of your withdrawal of consent. However, withdrawal of your consent to receive electronic documents may result in termination of your access to certain services, such as online banking. We will not impose a fee to process the withdrawal of your consent. Your withdrawal of your consent will be effective only after we have had a reasonable period of time to process your request.

Informing Us of Your Current Email Address

You are responsible for providing us with a current and working individual email address, and other contact information related to your deposit or loan account, to which we can send required information and for ensuring that it is kept current in our files. Please inform us each time you change your email address by contacting us as set out below.

How to Contact Us

You may contact us by written request at:

The First National Bank of Bastrop, PO Drawer F, 489 Hwy 71 West, Bastrop, Texas 78602

Or by Phone at (512) 321-2561

Important Notice

You understand that the information you have elected to receive may be confidential in nature. We are not responsible for unauthorized access by third parties to information and/or communications provided electronically nor any damages, including direct, indirect, special, incidental, or consequential damages caused by any unauthorized access. We are not responsible for delays in the transmission of any information. We are not responsible for any computer virus or related problems.

Consent and Agreement

By accepting this Agreement, you certify that: (i) you have read, understood, and agreed to this Agreement, (ii) you can print on paper and/or electronically save this Agreement for your future reference, (iii) you consent to receive the required information by the electronic means described above, (iv) you acknowledge that you are providing your consent to receive electronic communications pursuant to the Electronic Signatures in Global and National Commerce Act, and (v) you have provided an active and current individual email address at which we can send electronic documents; and you affix your electronic signature to this Agreement.

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