

ESIGN Consent to Use Electronic Records and Signatures

South End Capital, a division of Stearns Bank N.A. (“we,” “us,” and “our”) would like to correspond with you electronically. We need your consent to use electronic records and signatures throughout our relationship with you. “You” and “your” means the person giving this ESIGN Consent (this “Consent”). By clicking “I agree”, you are acknowledging that you have reviewed, read and agree to the terms below. You are further confirming that you have the hardware and software described below, that you are able to receive and review communications, agreements, documents and disclosures, including our Privacy Policy, in electronic form and that any email address or mobile phone number(s) you have provided to us are active and valid. You are also confirming that you are authorized to, and consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, and/or service users identified with your relationship with South End Capital and/or Stearns Bank N.A.

1. Your consent to use electronic records and signatures; choosing to receive communications electronically or in writing. By accepting the terms of this Consent, you consent to use Electronic Records. In our sole discretion, the communications, disclosures, agreements and changes in terms that we provide to you, or that you agree to at our request, may be in electronic form (“Electronic Records”). We may also use electronic signatures and obtain them from you as part of our relationship with you. You agree your electronic signature is the legal equivalent of your manual signature. This Consent covers all communications, products and services with South End Capital and/or Stearns Bank N.A. Your consent remains in effect until you give us notice that you are withdrawing it.

Electronic Records may be posted on the pages of our website, other websites disclosed to you, delivered to the email address you provide, or sent via SMS text or a variant to a phone number you have provided. An Electronic Communication sent by email is considered to be sent at the time that it is directed by our email server to the appropriate email address, whether or not you received the email. An Electronic Communication made by posting to the pages of the South End Capital website is considered to be sent at the time it is posted and made available for viewing. You agree that these are reasonable procedures for sending and receiving Electronic Records.

In some cases, you will be able to choose whether to receive certain communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available. We may always, in our sole discretion, provide you with any communication in writing, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement(s) with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another communication how you may deliver that notice to us electronically

2. Your option to receive paper copies. If we provide Electronic Records to you, and you want a paper copy, please contact us at (320) 202-6106. Upon request, paper copies will be mailed to you. There may be a fee associated with requests for paper copies of periodic statements.

3. You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal. You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of your ability to use certain products and services. To withdraw your consent, you must contact us at **(320) 202-6106** or write to us at South End Capital, 4140 Thielman Ln, Saint Cloud, MN 56301. Along with your withdrawal request, you must provide your name, mailing address, telephone number, and a description of the accounts for which you are withdrawing your consent. Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. Please refer to the agreement for the applicable product for any fee that may apply.

4. You must keep your email or mobile phone number(s) current with us. If you have given us an email address or mobile phone number(s), you must promptly notify us of any change in your email address or mobile phone number(s). You may change the email address we have on record for you by contacting us at (320) 202-6106.

5. Hardware and software you will need. You also confirm that your computer or electronic device meets the specifications and requirements listed below, and permit you to access and retain the disclosures and notices electronically:

- a. An internet browser that supports 128-bit encryption, such as Internet Explorer version 5.0 or above.
- b. An email account and email software capable of reading and responding to your email.
- c. A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing that meets our system requirements, as may be set out on our website.
- d. Sufficient electronic storage capacity on your computer’s hard drive or other data storage unit.
- e. A printer that is capable of printing from your browser and email software.

6. Changes to hardware or software requirements. If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use our services after receiving notice of the change is reaffirmation of your consent.