

Consent to Use of Electronic Communications and Electronic Signatures



In connection with our relationship with you, we are required by law to give you certain information "in writing" – which means you are entitled to receive it on paper. We need your consent in order to provide you this information electronically instead. We also need your general consent to use electronic records and signatures in our relationship with you. Please read the information below carefully and thoroughly before you consent.

In this Consent, the words "we," "us," and "our" mean City National Bank. The words "you" and "your" mean the person giving consent. "Online Service" means each and every service we offer that you apply for, enroll in, agree to, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future. "Communications" means each disclosure, notice, agreement, undertaking, fee schedule, statement, record, document or other information we provide to you or that you sign or submit or agree to at our request. "Bank Product" means each account, product or service (including each Online Service) we offer that you own, apply for, enroll in, agree to, use, administer or access, either now or in the future.

Your consent

Your consent applies to all Communications between you and us in connection with a Bank Product. We may also use electronic signatures and obtain them from you on any Communication. Your electronic signature will be just as valid and enforceable as if you had signed the Communications on paper using an ink signature. The Communications that we provide to you in electronic form may be delivered to you in a variety of ways, including by way of example and not limitation, either (1) via email or text message, (2) via posting to a website, software application, or other electronic location, (3) by your accessing a website that we will designate in an email, text message or other electronic notice we send to you at the time the information is available, or (4) as otherwise described in the *Online and Mobile Banking Service Agreement* and in other agreements we may have with you from time to time. We may establish security procedures you will have to follow to access the Communications.

We may always, in our sole discretion, provide you with any Communications on paper, even if you have authorized electronic delivery. Sometimes the law, or one or more of our agreements with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

How to request paper copies

After you have provided your consent to receive Communications electronically, you will, in most cases, have the ability to download copies of the Communications to your computer and/or print copies of the Communications from your computer or the secure website if you have a printer connected to your computer. We encourage you to download or print for your records a copy of all electronic Communications, as well as this Consent and any other document that is important to you. You may also request that we deliver, at no cost to you, a paper copy of any Communications we provided or made available to you electronically by contacting your City National Bank Relationship Manager.

How to withdraw your consent; consequences of withdrawing your consent; termination or changes

After you have given your consent to receive Communications from us electronically, you may change your mind, at any time and for any reason, and tell us that thereafter you wish to receive Communications only in paper format. However, if you withdraw your consent, you may not be able to access or use some or all of the Bank Products, or experience delays in the time required to complete certain actions in connection with a Bank Product. To withdraw your consent, please get in touch with your City National Bank Relationship Manager or contact us at (800) 887-1290.

Once you have withdrawn your consent, we will no longer provide you Communications electronically. Thereafter, if you wish to receive Communications in electronic format, you must provide your consent again. We will not charge you any fee if you chose to withdraw your consent to receive Communications electronically; however, we may charge additional fees for certain Bank Products. Please review the

applicable agreement and/or fee schedule for any fees that may apply.

We reserve the right, in our sole discretion, to discontinue the provision of electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

How to advise us of your new email address

You must keep your email address current with us. To change the email address where we should send Communications electronically to you, log in to your Online Service with us and follow the instructions appearing under My Profile at the top of the page, or contact your City National Bank Relationship Manager.

Minimum required hardware and software

To receive and review electronic Communications, you must have access to:

- an active email address;
- a Current Version (defined below) of a web browser, such as Microsoft Internet Explorer, Microsoft Edge, Google Chrome, Apple Safari or Mozilla Firefox, to access the Internet;
- a connection to the Internet;
- a Current Version of a program that accurately reads and displays PDF files; and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

In some cases, you may also need a specific brand or type of device that can support a Current Version of a particular software application, including an application intended for particular mobile or handheld devices.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your web browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your web browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

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 electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use electronic Communications and signatures after receiving notice of the change is reaffirmation of your consent. All trademarks are the property of their respective owners.

Your consent to use of electronic Communications and electronic signatures

By clicking the **I ACCEPT** button where indicated, you confirm that:

- you can access, have read and understand the terms and conditions of this Consent to Use of Electronic Communications and Electronic Signatures; and
- you have the minimum hardware and software described above, including without limitation, an active email account capable of receiving emails with hyperlinks and attached files; and
- you consent to the use of electronic Communications and electronic records and signatures in our relationship with you until or unless you withdraw such consent or we discontinue the provision of, or we terminate or change the terms and conditions on which we provide, electronic Communications as described above; and
- you are authorized to, and do, consent to the use of electronic Communications and electronic signatures on behalf of all owners and users of, or applicants for, the applicable Bank Product.