

Adobe Sign Terms and Agreement

1. Need to review this agreement before signing any documents.
2. E-SIGN agreement

Consumer Disclosure Regarding Conducting Business Electronically, Receiving Electronic Notices and Disclosures, and Signing Documents Electronically

Please read the following information. By proceeding forward and signing this document you agree that you have reviewed the following consumer disclosure information and consent to conduct business using electronic methods, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. This electronic signature service is provided on behalf of clients, "sending party," who are sending electronic documents, notices, disclosures or requesting electronic signatures to you ("Service").

You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time as described below. Your consent covers both the initial application for credit, or a deposit account related to doing business electronically, authorizing credit or consumer reports, opting in for phone, email, text, push notification, online, or other electronic communications. We may send initial documents, disclosures, sign signature cards or deposit documents, and/or loan documents if allowed under regulation.

In the event you are unable to access emails or another method of receiving electronic documents, or if you did not receive an electronic document(s) that was expected, call or contact us at Century Bank's Customer Service Center at 877-424-2828 or by sending a written request to: Century Bank, ATTN: CUSTOMER SERVICE PO Box 1507, Santa Fe, NM, 87504-1507.

Century Bank will deliver documents via email or other electronic means. You will receive an email notifying you that your statement or notice is available if you have selected to receive statements or notices electronically. The email you give us for your account, via the Century Bank App, online application, on file from your account opening, or a secure portal to which you and the bank have access.

You also agree to receive in electronic format any legal notices or other important information currently delivered such as statements, adverse action notices, loan documents, required notices, and any information you may have received in paper format.

Your submission or your application will be your acknowledgement that this section governs the delivery of any communications, including legal notices.

Commercial Account or Loan Terms. When you complete and submit your application for a commercial loan or deposit account, either online or with the assistance of your Relationship Manager or Universal Banker, you are consenting to the electronic delivery of all documents, such as account statements, notices, disclosures, and other communications and to sign electronically. Your choice to receive electronic documents applies to any and all accounts, including loans, that you have or may have in the future with Century Bank. Your choice to receive your documents electronically will remain in effect until cancelled. You agree you are an authorized party for of the legal entity and authorized to agree to these terms and consent to the transaction.

In the event you are unable to access emails or another method of receiving electronic documents, or if you did not receive an electronic document(s) that was expected, call your usual contact at the bank or call 877-424-2828. Statements and other communications will remain in online banking for at least 18 months.

YOUR RESPONSIBILITIES.

(a) Equipment/Access requirements: In order to receive notices, documents, and other communications electronically, you must have the following capabilities and equipment:

- A computer, laptop, tablet, smart phone, or other mobile device with access to the internet;
- An active email account at which to receive notification of available documents and ensure that emails from Century Bank are not disabled, blocked or flagged within your email service. It is your responsibility to notify the Bank of any changes in your email address.
- A recent version of an internet browser such as Chrome, Firefox, Safari, or Microsoft Edge (free software you can download)
- A recent version of Adobe Acrobat Reader or other software to view PDF documents (free software you can download);

You are solely responsible for the cost and maintenance of such equipment. By requesting to receive electronic documents, you represent and warrant that you have the equipment and access capabilities to receive documents electronically. If system requirements change, Century Bank will notify you at least 30 days prior to such change taking effect the

effect of any such changes. If you cannot receive electronic documents as a result of these changes, you will receive all communication via regular mail, including statements.

(b) Protect your Login ID and Password. You are responsible for the use, protection and confidentiality of your Login ID and password, as well as other account information, account numbers, and email address access. Please notify Century Bank immediately if you become aware of theft, loss, or unauthorized use of your personal information. If your personal information or ID has been compromised, change your personal or business Electronic Banking password immediately as a precaution.

(c) Open and read your documents. You are responsible for accessing and reading any electronic communications, whether delivered via email, portal, the Century Bank App, or online banking. Documents contain important and legally binding notices, information, and conditions. Documents delivered pursuant to this Agreement will constitute your only notice of matters contained in the documents. You are responsible for promptly notifying Century Bank if you cannot access any documents you receive or if the documents are incomplete or unreadable.

Paper Copies

You are not required to receive notices or disclosures or sign documents electronically and may request paper copies of documents or disclosures if you prefer to do so. You also have the ability to download and print any open or signed documents sent to you through the electronic signature service using the PDF and Print icons. Adobe may also email you a PDF copy of all agreements you sign using the electronic signature service. If you wish to receive paper copies in lieu of electronic documents, you may close this web browser and request paper copies from the “sending party” by following the procedures outlined below. The “sending party” may apply a charge for requesting paper copies. **No charge** will be imposed for any disclosure legally required to be provided to you in connection with your loan.

Use of the Service requires a standards-compliant web-browser which supports the HTTPS protocol, HTML, and cookies. Viewing PDF documents requires additional software such as Adobe® Reader® or similar.

Sending Party

You may request a copy of any document or to sign documents in paper form by calling Century Bank’s Customer Service Center at 877-424-2828 or by sending a written request to: Century Bank, Attn: CUSTOMER SERVICE, PO Box 1507, Santa Fe, NM, 87504-1507 or contacting your lender.

Withdrawal of Consent

You may withdraw your consent to receive electronic documents, notices or disclosures at any time, or sign this application. In order to withdraw consent, you must notify the “sending party” that you wish to withdraw consent and to provide your future documents, notices, and disclosures in paper format. After withdrawing consent if at any point in the future you proceed forward and utilize the electronic signature system, you are once again consenting to receive notices, disclosures, or documents electronically. You may withdraw consent to receive electronic notices and disclosures and optionally electronic signatures by following the procedures described below.

AMENDMENT OF AGREEMENT.

(a) Changes by Century Bank. Century Bank reserves the right, at any time, to amend the terms of this Agreement. Century Bank will notify you of any amendments to this Agreement (including any changes in the hardware or software required to access and retain documents) by providing notice to you at your email address or by postal delivery or as otherwise allowed or required by law.

(b) Deemed Acceptance. You will be deemed to have accepted any amendment to this agreement made by Century Bank unless you cancel this Agreement pursuant to above within 30 calendar days from the date of delivery of the amendment to you. Continued use will also be deemed your acceptance of any amendments to this Agreement.

NO WARRANTIES/LIMITATIONS OF LIABILITY. Century Bank cannot foresee or anticipate technical or other difficulties. Therefore, Century Bank makes no warranty that electronic document delivery will be uninterrupted or error free. Century Bank is not liable for any loss or damage arising from (A) Your failure to comply with the provisions of above, (B) Interruption in electronic document delivery due to problems with your equipment or errors/delays in communication and transmission lines, or (C) any occurrence beyond Century Bank’s reasonable control.

WAIVER OF JURY TRIAL. You hereby irrevocably waive all right to trial by jury in any action, suit, proceeding, claim, or counterclaim arising out of or relating to this Agreement, the service or content.

MISCELLANEOUS. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement will be governed by and construed in accordance with the Electronic Signatures in Global and National Commerce Act (E-SIGN Act). If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable the parties agree that the court should endeavor to give effect to the parties’ intentions as reflected in this Agreement, and the other provisions of

this Agreement shall remain in full force and effect. Any delay or omission by Century Bank to exercise any rights under this Agreement shall not be construed to be a waiver thereof. You may not assign this Agreement or any of the rights hereunder without Century Bank's prior consent.

CONSENT AND AGREEMENT. By completing and submitting the consumer credit application, I/we accept this Agreement, and I am consenting and agreeing to the following:

- To receive electronic documents of all types for all accounts and loans at Century Bank;
- Consent to submit my application or apply electronically.
- Sign loan documents electronically.
- I acknowledge that I have examined the electronic copy of this Agreement, confirm that I am able to view it, and can retain it for my records. I also acknowledge that I have read, understood and agree to the terms and conditions set forth in this Agreement.
- I confirm that I can view, save, and print documents in .pdf format, the format that will be used for providing notices, statements, and other documents; and
- I accept the terms and conditions outlined in this Agreement and consent to receiving electronic documents of all types and relating to all accounts at Century Bank.
- If applying jointly, both parties separately completed the electronic process and/or were both present.

You are advised to retain an electronic or paper copy for your records.

Commercial Certifications or Authorizations by Applicant and its Associates

By signing below, I certify that I am an owner, partner, member, shareholder, director, guarantor and/or officer of the business referenced as "Primary Borrower", "Co-Borrower" or "Guarantor", as applicable, and I am authorized to submit this application on behalf of the business.

- I further certify that this credit request is for the business, and that all proceeds will be used solely for business or commercial purposes.

- I authorize Century Bank to obtain balance and payoff information and require verification of payoff on all accounts requiring payoff as a condition of approving this application.
- I agree to notify Century Bank promptly of any material change in such information.
- I confirm that by submitting this commercial credit application and supporting financial information, either online or with the assistance of my Century Bank Relationship Manager, I have provided current, complete, and accurate information. In conjunction with this commercial credit application, the undersigned authorize(s) Century Bank to make all inquiries deemed necessary to verify the accuracy of the information contained in the financial statements and to determine the credit worthiness of the undersigned, whether personal, business, or otherwise. The undersigned further authorizes Century Bank to verify credit history with credit reporting agencies, and any other sources Century Bank may deem necessary concerning credit of the undersigned, whether personal, business, or otherwise, including employment. The undersigned agrees to promptly notify Century Bank of any subsequent changes which would affect the accuracy of this statement. The undersigned is aware that knowingly making false statements for purposes of influencing the actions of Century Bank may be a violation of Federal Law 18 U.S.C. Section 1014 and may result in a fine or imprisonment or both.
- I confirm and agree to all deposit terms and conditions for the deposit account if applicable.

Electronic Signature

You acknowledge that we may accept any electronic representation of your signature whether complete via software, Adobe/PDF, or other method as a legal representation of your signature to apply for a loan, account, joint intent, or to authorize a transaction. We may accept the electronic representation of your signature as valid for all purposes until you have revoked your consent from the contact above. Joint intent may be acknowledged by electronic representation of drawn in initials, digitally created initials, or affirmation through acknowledgments boxes.