First Interstate

Member FDIC. Equal Housing Lender

Electronic Records and Signatures Agreement

You have indicated that you wish to receive and sign the documents relating to your transactions with us electronically. If this is a consumer transaction (meaning a transaction you are entering into for personal, family or household purposes), we are required by law to give you certain information "in writing" – which means that you are entitled to receive it on paper. We need your consent to provide you with this information electronically, instead. For both consumer and business transactions, we also need your general consent to use electronic records and signatures in our relationship with you.

This E-Sign consent to use electronic records and signatures ("**E-Sign Consent**") applies to all Communications for those Accounts offered or accessible online. Please note that consenting to receive Communications under this E-Sign Consent will not automatically enroll you in Online Statements.

The words "**we**," "**us**," and "**our**" refer to the entity with which you have your Account and its affiliates, including but not limited to First Interstate Bank ("**FIB**"), and the words "**you**" and "**your**" mean you, the individual(s) or entity identified on the Account(s). As used in this E-Sign Consent, "**Account**" means the account(s) that you apply for with us, that you have with us now, or that you have with us in the future, including but not limited to, consumer or business banking accounts, consumer or business credit card accounts, consumer or business loan products, consumer home mortgage accounts, wealth management accounts, retirement accounts, investment accounts, and escrow accounts. "**Communication**" means any Account applications, Account opening documents, Account agreements or amendments thereto, mortgage closing disclosures, monthly billing or Account statements, prospectuses, trade confirmations, notices, responses to claims, transaction histories, privacy policies and all other information we disclose to you related to your Account, including but not limited to information that we are required by law to provide to you in writing. Communications may also include certain tax documents, including, but not limited to, Forms 1098, 1098-E, 1098-MA, 1098-T,1099-A, B, C, CAP, DIV, G, H, INT, K, LTC, MISC, OID, PATR, Q, R, S, SA, 3921, 3922, 5498, 5498-ESA, and 5498-SA and Schedule K-1 ("**Tax Documents**"). Currently we are able to provide most Communications electronically. We are working to provide all Communications electronically.

Scope of Your Consent

You agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. We may also use electronic signatures and obtain them from you on any Communication.

Your consent to receive electronic Communications does not automatically enroll you in receiving monthly (or other periodic) billing or account statements for your Account(s) ("**Online Statements**"). With respect to brokerage Accounts, "Online Statements" includes account statements, possibly with related inserts, trade confirmations, or other documentation available for online viewing. Related inserts may include, but are not limited to, marketing documentation and documentation required to be provided to you pursuant to regulatory rules, such as privacy notices and other important information regarding your Account. You must separately enroll in the Online Statements program to stop receiving paper account statements (and any other types of Communications we may include in Online Statements) by U.S. Mail. You must have online banking to enroll in Online Statements.

In addition to Communications related to your current Accounts, your consent also governs Communications related to any future Account you may apply for or open with us unless you expressly withdraw your consent as outlined in a subsequent section of this E-Sign Consent.

Tax Documents

You consent to electronic delivery of any Tax Documents. Each of the following applies to the electronic delivery of Tax Documents:

- You are not required to receive Tax Documents electronically.
- Your election to receive Tax Documents electronically allows us to electronically deliver any Tax Document which we are legally permitted to provide to you now or in the future until you withdraw your consent.
- You may receive a paper copy of any Tax Document by requesting a paper copy, as provided herein. Requesting a paper copy of a Tax Document will not be treated as a withdrawal of your consent to this E-Sign Consent.
- You may withdraw your consent to this E-Sign Consent at any time through the procedures provided herein. You may also change your preferences regarding electronic delivery of Tax Documents from time to time without withdrawing your consent to this E-Sign Consent. Withdrawal of consent to receive Tax Documents electronically will not include Tax Documents previously provided electronically; such Tax Documents may continue to be

provided online for the applicable posting period. We will confirm your withdrawal request and the date on which it takes effect in writing (either electronically or on paper). If you withdraw your consent, we will send you paper copies of any additional Tax Documents we are required to provide.

- The delivery of Tax Documents electronically may be terminated at any time by us. Further, we may make certain Tax Documents available electronically only for a limited time. Currently, such period of time for most Tax Documents is from January 31st or February 15th, as applicable, of the relevant year until October 15 of such year. Certain Tax Documents may be available electronically for a longer time. Certain Tax Documents that are provided electronically may have to be printed out and attached to a federal, state or local income tax return.
- If you need to update any information relevant to electronic delivery of Tax Documents, you may do so, as provided herein.
- We will notify you when each Tax Document is available by mail or electronically. We will notify you if any Tax Document is undeliverable electronically due to size.

A description of the hardware, software and operating system required to access, print, and retain Tax Documents are set forth below.

Method of Providing Communications to You in Electronic Form

Each Communication that we provide to you in electronic form will be delivered (1) via e-mail, (2) by your accessing your online account (web portal or app), or (3) via our website. We may send you an e-mail, text message, push notification, or other electronic notice at the time a Communication is available. The Communication will be available online regardless of whether or not we send such notice.

How to Withdraw Consent

You may withdraw your consent to receive Communications in electronic form by calling the Client Contact Center at 855-342-3400, or, for Online Statements or Tax Documents, by changing your delivery preferences within your Account online. For Tax Documents, you may also withdraw your consent by writing to us at:

First Interstate Bank
Attn: Client Contact Center
P.O. Box 30918
Billings, MT 59116

Withdrawal of consent for Online Statements may result in a fee or change in fee for some Accounts. Please refer to your Account agreement for additional information. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however access to your Account online and use of certain Account services may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. If this is a business transaction, withdrawing consent also does not affect any agreement you make in the transaction documents to use electronic records and signatures in the future.

Hardware and Software Requirements

In order to access, view, and retain electronic Communications from us, you must have:

- up-to-date operating system and Internet browsers that **we support** to access your Account.
- local, electronic storage capacity to retain our Communications and/or a printer to print them;
- a valid e-mail account and software to access it;
- access to an up-to-date device or devices (e.g., computer, smartphone, mobile device, tablet, etc.) suitable for connecting to the Internet or for downloading our mobile applications or accessing our mobile websites: this device cannot be an FIB “kiosk” or other FIB-owned equipment; and
- software that enables you to view files in the Portable Document Format ("PDF").

General Ability to Obtain Paper Copies

You will have the opportunity to print or download any Communication we send to you. You should print or download for your records a copy of this E-Sign Consent and any other

Communication that is important to you.

Consumer Transactions

If this is a consumer transaction, you have the following additional rights:

- Requesting Paper Copies. You should not expect to receive a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by telephone, or by logging in to your Account online and sending a request using your Secure Inbox. We may charge you a reasonable service charge, of which we've provided you prior notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.
- Updating Contact Information. It is your responsibility to provide us with true, accurate and complete contact information, including your e-mail address, and other information related to this E-Sign Consent and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) by accessing your Account online or by calling the Client Contact Center at 855-342-3400.
- Changes in hardware or software requirements. If our hardware or software requirements change, and that change creates a material risk that you would not be able to access or retain the Communication or complete the transaction, we will give you notice of the revised hardware or software requirements. Continuing to access information or complete the transaction electronically after receiving notice of the change reaffirms your consent.

Federal Law

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination/Changes

We reserve the right, in our sole discretion, to discontinue the provision of your 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.

Interested Parties

If you have designated one or more interested parties to receive copies of your account statements, trade confirmations or other documents, they will continue to receive copies of such documents via U.S. Mail.

Electronic Signature

You agree that any means of electronic acceptance authorizing FIB transactions on your Accounts will constitute your legal signature just as if you had physically signed a document authorizing such a transaction.

Acceptance and Consent

By clicking the "I Accept" button, you are signing this E-Sign Consent electronically and you consent to be legally bound by this E-Sign Consent. By consenting to this E-Sign Consent, you agree to the following statements:

- You have read, understand and agree to be bound by the terms and conditions described above and consent to receive electronic Communications according to the process described above. You are confirming that you have the hardware and software described above, including the ability to access and use PDF files. You understand that you may incur costs, including but not limited to online time and other charges from my internet service provider, in accessing and/or viewing such document(s).
- You are authorized to enter into this E-Sign Consent on behalf of all co-applicants for, and/or co-owners of, any of your Accounts.
- You understand and agree that: (i) certain documents will continue to be delivered to you via U.S. Mail that we cannot yet deliver electronically or are not included in the Online Statements program and that in the future some or all of these documents may be made available for you to view electronically in accordance with this E-Sign Consent; (ii) your consent to view documents electronically does not automatically expire and is not limited

as to duration; and (iii) neither entity or entities with which you have your Account(s), nor their agents will be liable for any loss, liability, cost, expense, or claim for acting upon this E-Sign Consent or arising from your use of the Accounts, products, or services provided pursuant to this E-Sign Consent.