

## **E-Signature and Electronic Disclosures Agreement**

As used in this Agreement, the terms "you" and "your" refers to the banking customer agreeing to the terms and conditions in this Agreement and "we", "us" and "our" refer to First Foundation Bank. The words "document", or "documents" refer to the following collectively: Agreements, Disclosures, Notices, Terms and Conditions, Privacy Policy and all other information related to opening an account online and the product and service obtained with First Foundation Bank, including but not limited to information that we are required by law to provide to you in writing.

The federal Electronic Signatures in Global and National Commerce Act ("E SIGN Act") allows us to provide certain records to you electronically and to use electronic signatures if you consent. Please read this E-Signature and Electronic Disclosures Agreement carefully and retain a copy for your records. If you do not consent to the E-Signature and Electronic Disclosures Agreement, you will not be able to proceed with the online account application process.

This E-Signature and Electronic Disclosures Agreement applies to all required initial disclosures and agreements related to the opening of your online account ("Initial Documents") and will be effective until expressly withdrawn by you. Before you open an online account with us or elect to receive any electronic records, you must review and consent to the terms outlined in this "E SIGN Consent."

1. **Your Consent.** YOU INDICATE YOUR CONSENT TO USE ELECTRONIC SIGNATURES AND RECEIVE ELECTRONIC RECORDS BY CLICKING THE "I HAVE READ AND CONSENT TO THE E-SIGNATURE AND ELECTRONIC DISCLOSURES AGREEMENT" CHECKBOX ON THE ONLINE ACCOUNT OPENING WEBPAGE. YOU ALSO AGREE THAT WE DO NOT NEED TO PROVIDE YOU WITH A PAPER COPY OF THE INITIAL DOCUMENTS OR OTHER ELECTRONIC RECORDS UNLESS SPECIFICALLY REQUESTED BY YOU.
2. **Disclosure and Agreement ("Agreement").** The contract which covers your and our rights and responsibilities concerning the service offered to you by us. The service permits you to electronically open a deposit account online, initiate account transactions online, communicate with, and electronically receive documents regarding your account(s) with us. By using the service, you agree to the terms and conditions of this Agreement, and any amendments.
3. **Electronic Signatures.** You consent to us obtaining and using electronic signatures from you. The term "electronic signature" means an electronic sound, symbol or process associated with a record and used by you with the intent to sign a record.
4. **Electronic Records.** By agreeing to the terms of this E-Signature and Electronic Disclosures Agreement, you are consenting to receive disclosures, notices and terms and conditions related to your Account(s) electronically (collectively, "Electronic Records").
5. **Initial Documents.** The Initial Documents will be provided to you electronically following your acceptance of this Agreement. You understand that the Initial Documents will not be mailed to you, unless you specifically request it. To request a paper copy of any Initial Document, contact us at 888-405-4332. Upon request, paper copies of Initial Documents will be mailed to you at no charge.
6. **Withdrawal of Consent.**
  - a. **Initial Documents.** To withdraw your consent to receive the Initial Documents electronically, you must exit the session prior to agreeing to this Agreement by clicking the "I have read and consent to the e-signature and electronic disclosures agreement" checkbox on the online account opening webpage. If you exit the session prior to clicking the "I have read and consent to the e-signature and electronic disclosures agreement" checkbox on the online account opening webpage, your account will not be opened with us.
  - b. **Validity.** Withdrawal of your consent to receive Electronic Records will not affect the validity of any Electronic Records provided or made available to you before the effective date of your withdrawal.
  - c. **Other Electronic Records.** For Electronic Records other than the Initial Documents, you may withdraw your election to receive Electronic Records by calling us at 888-405-4332, emailing us at [NewAccount@ff-inc.com](mailto:NewAccount@ff-inc.com), or mailing us at First Foundation Bank Attn: Online Account Branch, 18101 Von Karman Ave. Ste. 750, Irvine, CA 92612. If you withdraw your consent to receive Electronic Records related to your online account, we have the right to terminate your access to Personal Online Banking; otherwise paper copies of Electronic Records related to your online account will be provided to you at your mailing address.

7. **Hardware and Software Requirements.** To receive or access Electronic Records, you will need: (a) a connection to the Internet; (b) a version of an Internet browser supported by the Site; (c) an active email account; (d) a program that accurately reads and displays portable document format (PDF) files; and (e) a computer and an operating system capable of supporting all of these. 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. We may also impose certain other hardware or software requirements for accessing Electronic Records and may change or modify these requirements from time to time. You confirm that your computer or electronic device meets the specifications and requirements listed above, and permit you to access and retain the Initial Documents and other Electronic Records electronically.

To open an online account with us, you must use a supported internet browser. For example, the current versions of Internet Explorer, Mozilla Firefox, Google Chrome and Apple Safari are supported. The current versions of these browsers may be downloaded at [www.microsoft.com](http://www.microsoft.com), [www.google.com/chrome](http://www.google.com/chrome), [www.mozilla.org](http://www.mozilla.org), or [www.apple.com/safari](http://www.apple.com/safari).

You agree to use a reputable anti-virus and anti-spyware software program on the hardware and to update such anti-virus and anti-spyware software periodically in accordance with a commercially reasonable schedule. The Bank is not responsible for any errors or issues that arise from the malfunction or failure of either the hardware or software.

8. **Updating Your Personal Information:** It is your responsibility to provide us a valid and complete e-mail address and other contact information related to this Disclosure and your account application, and to maintain and update promptly any changes in this information. You can update your information, such as your e-mail address by contacting us using one of the methods described above.

(End of Agreement)