



## CONSENT TO ELECTRONIC DISCLOSURE AND ELECTRONIC SIGNATURE

The Electronic Signatures in Global and National Commerce Act requires Bank Leumi USA (“**Bank**,” “**we**,” “**us**,” or “**our**”) to obtain your consent before providing important disclosures to you electronically. Please read this *Consent to Electronic Disclosure and Electronic Signature* (this “**Consent**”) carefully and print a copy for your records.

### Definitions:

“**Bank Website**” refers to [www.leumiusa.com](http://www.leumiusa.com).

“**Client Accounts**” refers to any and all accounts maintained by you at the Bank, including checking, money market, time deposit, and loan accounts.

“**Disclosures**” refers to all notices, disclosures, agreements, modifications, communications, periodic statements, and all other information relating to your relationship with us or the Client Accounts that we provide to you.

“**Electronic Disclosures**” refers to Disclosures that we provide to you electronically.

“**Electronic Signature**” refers to your use of a keypad, mouse, or other device to select an item, button, or icon or a similar act while accessing or using Leumi Online, or while making any transaction thereon.

“**Leumi Online**” refers to the online banking system that we make available to our clients from time to time to access accounts and services provided by us.

“**you**” and “**your**” refer to the owner of the Client Account. If the Client Account is a joint account, the terms refer collectively to all owners except as the context otherwise requires.

Electronic Signature: You agree that your Electronic Signature constitutes your signature, acceptance, and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third-party verification is necessary to validate your Electronic Signature, and that the lack of such certification or third-party verification shall not in any way affect the enforceability of your Electronic Signature or the resulting agreement as between you and us.

Electronic Delivery: We may provide you with Electronic Disclosures to the extent permitted by law. We may send you Electronic Disclosures to any e-mail address that you provide to us, by posting Electronic Disclosures on the Bank Website, or through Leumi Online. If we provide Electronic Disclosures by posting on the Bank Website, we may alert you of the posting of such information by sending a message to your e-mail address, via Leumi Online, and/or on your periodic statement. You agree to check the Bank Website periodically for any new or updated Electronic Disclosures.

Notwithstanding the foregoing, we reserve the right to send any Disclosure to you in paper form to your current postal mailing address in our file.

Withdrawal of Consent and Right to Receive Paper Copy: You may withdraw your agreement to receive Electronic Disclosures at any time, or request a paper copy of any Electronic Disclosure by contacting your Bank representative or calling the Bank at 1.800.892.5430 (within the U.S.) or 1.917.542.2343 (to call collect from outside of the U.S.). Any withdrawal of your consent to receive Electronic Disclosures will be effective only after we have a reasonable period of time to process your withdrawal.

Hardware and Software Requirements: In order to access, view, and retain Electronic Disclosures that we make available to you, you must have an Internet-capable computer or device with a current version of an Internet web browser; cookies and JavaScript enabled in your web browser; sufficient electronic storage capacity on your computer's hard drive or other storage unit; and an e-mail account. You must also be able to view files in PDF format as supported by a current version of Adobe Acrobat Reader. In addition, you must have a working printer in order to print any Electronic Disclosures that are made available on the Bank Website and/or e-mailed to you.

Updating E-mail Address: You agree to provide us with and maintain a valid e-mail address. You may do so by contacting your Bank representative or calling the Bank at 1.800.892.5430 (within the U.S.) or 1.917.542.2343 (to call collect from outside of the U.S.).

We are not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from any Electronic Disclosure sent to an invalid or inactive e-mail address that you have provided.

Your Consent: Your consent covers all communications relating to any Bank product or service. Your consent remains in effect until you give us notice that you are withdrawing it. From time to time, you may seek to obtain a new product or service from us. When you do, we may remind you that you have already given us your consent to receive Electronic Disclosures. If you decide not to receive Electronic Disclosures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other product or service with us.

You agree (or your representative checking the box below agrees on your behalf) as follows:

BY CHECKING THE BELOW BOX:

YOU UNDERSTAND AND AFFIRM THAT YOUR ELECTRONIC SIGNATURE PROVIDED IN CONJUNCTION WITH THE ELECTRONIC SUBMISSION OF THIS AGREEMENT SHALL BE LEGALLY BINDING AND SUCH TRANSACTION SHALL BE CONSIDERED AUTHORIZED BY YOU; AND

YOU AFFIRMATIVELY CONSENT TO RECEIVING ELECTRONIC DISCLOSURES AND ACKNOWLEDGE THAT YOU CAN RECEIVE, ACCESS, AND RETAIN ELECTRONIC DISCLOSURES.