

E-Sign Agreement

Hills Bank and Trust Company (we or us) is required by law to provide you with certain information in writing, which means you are entitled to receive it on paper. We need your consent in order for us to stop sending you that information on paper and to begin to provide the information electronically. Please read these terms and conditions carefully before giving your consent.

Agreement to Conduct Transactions by Electronic Means; Agreement to Receive Documents Electronically

This E-Sign Agreement covers all Documents (defined below) for those of your accounts, products, and services with us that are accessible, either currently or in the future, through Hills Bank Online. You agree to conduct transactions relating to your account (defined as your checking account, savings account, money market account, certificate of deposit, or loan) by electronic means and acknowledge that Documents related to such transactions will be provided to you in electronic form. You also consent to the use of electronic signatures in your relationship with us. For purposes of this consent, "Documents" means each disclosure, notice, agreement, privacy policy, statement, record, document, and other information that may be required or otherwise provided during the business relationship between you and us.

We may deliver electronic Documents to you in different ways, such as posting on our website and/or delivering to the email address you provide to us. We may always, in our sole discretion, choose to provide you with any Documents in paper form, even if you have chosen to receive them electronically. There are certain communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those communications to you in paper form. However, if the law changes in the future and permits any of those communications to be delivered through electronic delivery, this consent will automatically cover those communications as well.

Procedures

You must have a Hills Bank Online username and password in order to receive electronic delivery of Documents. We may also send an e-mail notification to the email address you provide to us informing you that you have a Document available that you can view on Hills Bank Online. Your Documents will be archived on Hills Bank Online and you will be able to view, print, and/or save the Document to your computer by accessing Hills Bank Online. Your electronic Document will be available for viewing for a minimum of 18 months (or such period as determined by the Bank and communicated to you) from the applicable Document date.

After you consent to this E-Sign Agreement, all of your accounts, products, and services with us that are accessible through Hills Bank Online will be enrolled in electronic delivery. You may still be able to set your preferences to receive certain categories of Documents in (1) paper; (2) both electronic and paper format; or (3) electronic format only. Setting your Documents preferences may not be available for all products, accounts, or services. For more information on the availability of your electronic communications preference management options, please refer to the appropriate electronic communications preference page on Hills Bank Online. If you decide to receive some Documents in paper and some electronically: (1) the Documents that you receive electronically will be governed by this E-Sign Agreement; and (2) you may be charged a fee for receiving paper copies of the Documents based on our applicable fees and charges for paper statements that are in effect at that time for your account.

Requesting a Paper Copy

At any time, you may request a paper copy of any Document that has been delivered electronically. Paper copies may be obtained (1) by sending us a message through Hills Bank Online; (2) by calling us at 1-800-445-5725 during normal business hours; (3) by emailing us at hillsbank@hillsbank.com; or (4) by writing to us at Hills Bank and Trust Company, PO Box 160, Hills, Iowa 52235. We will provide the Document to you via U.S. Mail. Depending upon the nature of your request, you may be charged research and/or copy fees for production of paper copies of your Document. Please review our [fee schedule](#) for the current research and copy fees. Future Documents will continue to be delivered electronically unless you withdraw your consent, as described below.

Withdrawing Your Consent

Your consent remains in effect until you give us notice that you are withdrawing it. You may withdraw your

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consent for electronic delivery and resume receiving paper Documents at any time. To withdraw your consent, you must: (1) call the Hills Bank Contact Center at 1-800-445-5725 during normal business hours; (2) email us at hillsbank@hillsbank.com; or (3) write to us at Hills Bank and Trust Company, PO Box 160, Hills, Iowa 52235. Once you have withdrawn your consent and after we have a reasonable period of time to act on your request, we will discontinue electronic delivery and resume sending you paper Documents. There is no fee for withdrawing your consent, but if you withdraw your consent, your accounts, products, or services will be subject to the applicable fees and charges for paper statements that are in effect at that time you withdraw your consent. Remember that you may be able to set your Documents preferences as described above without withdrawing your consent to this E-sign Agreement.

Change of Email Address and Other Information

You are responsible for providing a valid e-mail address and for keeping that address current so we can send you Documents electronically. You agree to notify us immediately of any change in your e-mail address using one of the following methods: (1) update the information on Hills Bank Online; (2) call the Hills Bank Contact Center at 1-800-445-5725 during normal business hours; (3) email us at hillsbank@hillsbank.com; or (4) write to us at Hills Bank and Trust Company, PO Box 160, Hills, Iowa 52235. If we send an email notification to you and it is returned to us or bounces back, we may un-enroll you from the electronic delivery of Documents without notification to you. If we un-enroll you, your accounts, products, or services will be subject to the applicable fees and charges for paper statements that are in effect at that time you are un-enrolled.

Hardware and Software Requirements

In order for you to receive Documents electronically, you will need certain hardware and software that meet requirements, which are located [here](#). These are the same as the hardware and software requirements for using Hills Bank Online.

If a change in these requirements creates a material risk that you would not be able to access or retain your electronic Documents, we will give you notice of the revised hardware or software requirements. Because the requirements are the same for using Hills Bank Online, continuing to use Hills Bank Online after receiving notice of the change signifies your acceptance of the change and reaffirmation of your consent.

Consent

By clicking "I Agree" below, you consent and agree that:

- (a) You accept the terms of this E-Sign Agreement;
- (b) You expressly consent to transact business with us by electronic means and to receive Documents from us through electronic means;
- (c) You are able to receive and review electronic Documents;
- (d) You meet the hardware and software requirements specified above and that you are able to send and receive e-mail;
- (e) You were able to access and read this E-Sign Agreement and that you can print the electronic Documents on paper or save or send them to a place where you can print them or access them for future reference; and
- (f) For a business entity, that you are authorized on behalf of the entity to provide this consent.