



eSign Disclosure and Consent for Flat Branch Home Loans

Please read the following information carefully. By signing this E-Sign Disclosure and Consent (“Consent”), you are agreeing that you have reviewed the following disclosure and consent to conduct business with Flat Branch Mortgage, Inc. (“Flat Branch”) using electronic communications, to receive any document or communication electronically, and to utilize your electronic signature in lieu of signing paper documents.

1. Consent and Scope of Communications to be Provided Electronically.

Federal regulations require certain Documents and Communications to be provided in writing. “Documents and Communications” include but are not limited to any agreement, authorization, disclosure, notice, or other document related to the servicing of your mortgage loan by Flat Branch, including but not limited to any document or communication that we are required by law to provide to you in writing. This Consent does not apply to or supersede any other consents pertaining to electronic signature or electronic delivery in relation to the origination of your mortgage.

With your consent, Flat Branch can provide Documents and Communications to you via email or other electronic means (“Electronic Delivery”) and can also use electronic records and signatures in its relationship with you.

By signing below, you authorize and consent to (i) the use of Electronic Delivery of Documents and Communications; (ii) termination of paper delivery of Documents or Communications; and (ii) the use of electronic signatures from you in each case unless and until you withdraw your Consent as described in Section 4 below.

2. Method of Electronic Delivery.

All Documents and Communications (including alerts that Documents and Communications have been provided or posted) that we provide to you electronically will be provided by one or more of the following methods:

- Electronic messaging, including e-mail, SMS text, or push notification to your mobile device);
- Access to a website, including Flat Branch websites, mobile websites or websites of third-party service providers who we engage to deliver Documents and Communications. If a third party is engaged for Electronic Delivery, we will notify you via electronic messaging;
- Via our mobile applications; or
- By requesting you download a Hyper Text Markup Language (HTML) file or Portable Document Format (PDF) or other specified electronic file containing the Documents and Communications.

Documents and Communications delivered by e-mail will be sent to your e-mail address reflected in our records. You represent that any e-mail address you provide to us for Electronic Delivery purposes belongs to you or to a person who has authority to act for the account or service, or where relevant, to make transactions against the account. You may obtain paper copies of Documents and Communications by printing them yourself. You can also contact us to request a paper copy, which may be subject to a fee.

3. Hardware and Software Requirements

In order to access, view, print and retain electronic communications, you must have:

- Internet access and a device (e.g., computer, smartphone, mobile device, tablet, etc.) capable of connecting to the Internet;

- The Current Version (as defined below) of (i) an operating system, such as Windows, Mac OS, iOS or Android, and (ii) a web browser, such as Chrome, Safari or Firefox, that we support;
- Local electronic storage capacity to retain documents or communications and/or a printer to print them;
- A valid e-mail account and software to access it;
- Adobe Reader software to access, view, and print documents provided to you in PDF format. A free copy of Adobe Reader may be downloaded at <https://www.get.adobe.com/reader>; and
- To print or download and save documents you must have sufficient memory and drive space (approximately 1 MB).

“Current Version,” means a version of the software that is currently being supported by its publisher. We reserve the right to discontinue support of a Current Version of software or an operating system if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use. You should have current anti-virus/malware/spyware software installed on your device, including all service-packs, security updates, version updates, and software updates, as these updates may address vulnerabilities that hackers or malware could otherwise exploit. We are not responsible for any third-party browser, operating system, or other service used to access Documents and Communications.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Documents and Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent with respect to other Documents and Communications.

4. How to Withdraw Consent.

You may withdraw your Consent by:

- Calling us at (877) 350-0350;
- Emailing servicing@fbhl.com; or
- Writing to us at:

Flat Branch Home Loans
14755 N. Outer Forty Rd., Suite 110
Chesterfield, MO 63017

We will not impose any fee to process the withdrawal of your Consent. However, your access and use of the services or certain features of accounts and services may be terminated. Any withdrawal of your Consent will be effective only after we have a reasonable period of time to process your withdrawal.

At our option and discretion, we may treat the provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your Consent to receive documents or communications by Electronic Delivery.

5. How to Update your Records.

It is your responsibility to provide us with true, accurate and complete records, including your e-mail address, mobile telephone numbers (if provided), and other information related to this Consent and your accounts, and to maintain and promptly update this information if it changes.

You can update your records using the methods described in section 4.

6. Accounts with Multiple Borrowers or Authorized Persons.

Each account owner may provide an email address for the account in connection with each borrower’s consent to receive electronic documents or communications. Only one borrower’s Consent is required to authorize Electronic

Delivery for Documents and Communications. For purposes of electronic notification on a multiple borrower account, you agree that electronic notification for Documents and Communications delivered to the email address of the borrower who initially enrolled in Electronic Delivery for Documents and Communications will constitute delivery to all borrowers, even if all borrowers may not have access to the enrolled email address.

7. Federal Law.

You acknowledge and agree that this Consent is provided in connection with a transaction affecting interstate commerce, that is subject to the federal Electronic Signatures in Global and National Commerce Act (the “E-SIGN Act”), and that you and we both intend that the E-SIGN Act apply to the fullest extent permitted by law.

8. Termination/Changes.

We reserve the right, in our sole discretion, to discontinue providing you with electronic Documents and Communications, or to terminate or change the terms and conditions on which we provide electronic Documents and Communications. We will provide you with notice of any such termination or change as required by law.

9. Acceptance and Consent.

By signing this Consent, you agree to the following statements:

- I have read, understand and agree to be bound by the terms and conditions contained in this Consent, and consent to receive documents or communications and execute documents via Electronic Delivery according to the process described herein;
- I am able to download and review files in HTML or PDF format, and I have internet access and can send and receive emails with links to websites;
- Certain Documents and Communications may be delivered to me in paper form and in the future, some or all of these documents or communications may be made available for me to view electronically in accordance with this E-Sign Disclosure;
- My consent to receive Documents and Communications electronically does not automatically expire and is not limited as to duration;
- I may incur costs, including but not limited to online time and other charges from my internet service provider or telephone carrier in accessing and/or viewing Documents and Communications;
- I am authorized to provide consent on behalf of all co-borrowers on my mortgage loan;
- I may terminate or suspend Electronic Delivery at any time at my discretion;
- Neither Flat Branch Home, nor its shareholders, agents, or affiliates will be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from my use of the product or services provided pursuant to this Consent.

I Agree

I Disagree

Signature