



Morris Bank
PO Box 520
Dublin, Georgia 31040-0520
(478)272-5202

E-SIGNATURE AUTHORIZATION ACKNOWLEDGMENT AND CONSENT AGREEMENT

This *E-Signature Authorization Acknowledgment and Consent Agreement* will also be referred to in this document as the "Agreement" and constitutes the full agreement by and between Morris Bank ("Financial Institution") and each "Consenting Party", with respect to the use of electronic signature.

Financial Institution and Consenting Party agree to the following:

1. Each Consenting Party authorizes Financial Institution to use an electronic signature of the Consenting Party for all documents, agreements, attachments, addendums including, without limitation, all deposit and lending related documents such as account agreements, loan agreements, security agreements, mortgages, deeds of trust, guaranties and hypothecations (collectively, the "Documents") in any way connected to the transaction ("Transaction") being entered into between the Consenting Party and the Financial Institution. This consent is specifically to permit an electronic signature (as of the nature then in use by the Financial Institution) in lieu of hand-written signatures on any one or more of the Documents.
2. Financial Institution consents to accept such signatures as true, correct and binding signatures of the Consenting Party and to enter into the Transaction in reliance thereon.
3. Each Consenting Party agrees that its electronic signature will be enforceable as and to the full extent of a hand-written signature as an original for enforcement /enforceability of the Documents containing the electronic signature(s) whether in court (state or federal), arbitration or otherwise. Consenting Party will not raise any defenses or invoke regulatory claim attempting to invalidate the enforceability of Documents to which the electronic signature is affixed.

ACCESS. To view and retain the Disclosures that we make available to you in electronic form, you must have access to a computer or other device that has the following minimum hardware and software requirements:

- An operating system capable of accessing the Internet and downloading HTML, ASPX, and/or PDF files (e.g. Microsoft Windows or Mac OS X).
- A web browser that supports 128-bit encryption (e.g., Microsoft Explorer 7.0 or higher and Safari 3.0 or higher).
- An active email account.
- Sufficient electronic storage capacity (at least 1Mb of memory).
- Adobe Acrobat Reader 6.0 or higher (download free of charge at www.adobe.com).

UPDATE EMAIL ACCOUNT. You are required to maintain an active email account. If your email address changes, please contact MORRIS BANK at 1-888-272-5202.

PAPER COPIES. We recommend that you print each electronic record for your files; however, at your request, we will provide you with a paper copy of any electronic record at no cost. Contact MORRIS BANK at 1-888-272-5202 to attain a paper copy of your documents. **WITHDRAWING CONSENT.** You have the right to withdraw your consent and require that we provide your Disclosures in paper form. To do this, contact MORRIS BANK at 1-888-272-5202.

RESERVATION OF RIGHTS. We reserve the right, in its sole discretion, to discontinue providing electronic records and send paper documents.

NOTICES. Any notice from the Financial Institution to Consenting Party shall be deemed given when mailed, postage paid, and addressed to any Consenting Party at the last address furnished by any Consenting Party to the Financial Institution. Any notice from Consenting Party to Financial Institution shall be deemed given when mailed, postage paid, and addressed to the Financial Institution at its principal place of business.

ENTIRE AGREEMENT. This Agreement contains and constitutes the entire understanding between Financial Institution and each Consenting Party regarding the subject matter hereof and may not be modified, amended, or terminated except by written agreement signed by Financial Institution and each Consenting Party that such modification, amendment or termination affects. All prior or subsequent oral agreements and/or discussions relating to this Agreement are superseded by this Agreement. Further, in the event of any conflict between the terms and provision contained in this Agreement and any other document(s) relating to use of electronic signatures, the terms and provisions of this Agreement shall control.

BINDING EFFECT. The obligations hereof shall bind the heirs, executors, administrators, successors, and assigns of each Consenting Party, and all rights, benefits and privileges hereby conferred on Financial Institution shall be and hereby are extended to and conferred upon and may be enforced by its successors and assigns. Further, if any Consenting Party is a partnership, the obligations hereof shall continue in force, and apply, notwithstanding any change in the membership of such partnership, whether arising from the death or retirement of one or more partners or the accession of one or more new partners.



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ENFORCEABILITY. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

HEADINGS. Section headings/titles are for convenience only and are not to be used in construing or interpreting this Agreement.

GOVERNING LAW. This Agreement shall be governed by the laws of the state of Georgia except to the extent that federal law is controlling.

VERIFICATION. By signing below, you (1) acknowledge receipt of this *E-Signature Authorization Acknowledgment and Consent Agreement*, (2) affirmatively demonstrate your ability to access electronic records, (3) confirm that you have provided and will continue to provide a current email address where we may send you electronic records, and (4) agree to this Agreement's terms, conditions and requirements.