E-Sign Disclosure and Consent for Remittance Transfer Requests You Transmit Via Electronic Mail

This E-Sign Disclosure and Consent ("Disclosure") applies to all Communications relating to all requests for Remittance Transfers received by Pacific National Bank ("PNB") via electronic mail ("e-mail"). A Remittance Transfer is an electronic transfer of funds in an amount greater than US\$15.00, originated by a consumer in the US (or from the US bank account of a consumer), for personal, family, or household purposes, to be sent to a recipient (consumer or business) located in a foreign country, by a remittance transfer provider (such as PNB). The words "we," "us," and "our" refer to PNB, and the words "you" and "your" mean you, the individual who transmits a Remittance Transfer to PNB. Account means the account(s) you have with PNB. Communication means any disclosure, notices, receipts, responses to inquiries or claims, and all other information related to Remittance Transfers, including, but not limited to, information that we are required by law to provide to you in writing.

**1.** Scope of Communication to be Provided in Electronic Form. You agree that we may provide you with any Communications regarding requests for Remittance Transfers that you transmit to us via e-mail by means of a return e-mail communication transmitted to the same e-mail you used to transmit to us your request for a Remittance Transfer. Your consent to receive e-mail Communications applies to all Communications relating to such Remittance Transfers. If you send us a request for a Wire Transfer or Remittance Transfer via email, you confirm your consent to receive electronically.

**2. Method of Providing Communications to you in Electronic Form.** All Communications that we provide to you in electronic form will be provided via return e-mail transmitted to the address which you used to transmit to us your request for a Remittance Transfer.

**3.** How to Withdraw Consent. You may withdraw your consent to receive communications in electronic form by contacting us at 305.539.7500. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications, however, if you withdraw your consent we will not process any request for Remittance Transfer which you transmit to us via e-mail. At our option, we may treat your 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 electronic communications. Any withdrawal of your consent to receive electronic Communications will be effective after we have a reasonable period of time to process your withdrawal.

**4. How to Update your E-mail Records.** It is your responsibility to ensure that the e-mail which you use to transmit a request for Remittance Transfer to us remains true, accurate, and complete for the period of time necessary to provide you with Communications required in connection with such Remittance Transfer, typically for a period of 5 days from the date of your request for a Remittance Transfer or your inquiry regarding a Remittance Transfer. You can update your email information by contacting us in writing at 1390 Brickell Avenue, Miami, Florida, 33131 Attention Operations Department.

**5. Hardware and Software Requirements.** In order to receive and view our electronic Communications, you will require use of a personal computer and modem, or wireless device (collectively, "Equipment") with 128-bit SSL encryption, Internet Explorer version 6.0 or higher, and Adobe Acrobat Reader 5.0 or higher (collectively, "Software") that allows you to view, print, and/or retain PDF documents. Any changes in hardware or software may create the risk that you will no longer be able to access or retain electronic disclosures.

**6. Requesting Paper Copies.** You should not expect to receive a paper copy of any Communication regarding your Remittance Transfer unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of a Remittance Transfer Communication we send you via e-mail by printing it or by requesting that we mail you a paper copy, provided that such a request is made within a reasonable time after we first provided

the electronic communication to you. If you wish to receive a paper copy, please contact us by telephone at (305) 539-7500. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you via e-mail. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

**7. Communications in Writing.** All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other communication that is important to you.

**8. Federal Law.** You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act.

**9. Consent.** By consenting to this Disclosure, you agree that you have read, understand and agree to be bound by the terms of this Disclosure in connection with Communications regarding Remittance Transfers.

DLR 11/04/13