

ELECTRONIC RECORDS AND SIGNATURES (ESIGN) AGREEMENT

The Digital Banking Service (at times, “**Digital Banking**”) is an electronic, Internet-based service. In order to enroll in Digital Banking, you must consent to the terms and conditions of this Electronic Records and Signatures Agreement (“**ESIGN Agreement**”). If you do not agree, you will not be able to proceed with enrolling in Digital Banking. You may contact us at the number listed below for questions.

In this ESIGN Agreement, the words “**we**,” “**us**” and “**our**” refer to Byline Bank. For consumers, the words “**you**” and “**your**” mean the individuals giving consent and any person represented by the individual giving consent and entering into this ESIGN Agreement with us. For businesses and other entities, the words “**you**” and “**your**” mean the business or other entity giving consent and entering into this ESIGN Agreement with us. “**Document**” means each disclosure, notice, application, agreement, promissory note, or other evidence of debt, change in terms, amendment, supplement, brochure, undertaking, fee schedule, periodic account or other statement, inquiry, request, response to a claim, transaction history, privacy policy or notice, fund transfer or other transaction authorization, confirmation, tax form, or other record, document or information of any kind we may provide or display to you, or that you may sign or submit or agree to at our request, either now or in the future, which is related to the deposit products or loans, the Digital Banking Service, or other products and services that Byline Bank offers.

As part of our relationship with you, we are required by law to provide you certain disclosures, statements, authorizations, confirmations, and other Documents in writing (“**Required Communications**”). By agreeing to this ESIGN Agreement, you agree that we can provide these Required Communications electronically. Additionally, by consenting to this ESIGN Agreement, you agree to the use of electronic records and electronic signatures in your relationship and transactions with us, during the course of our relationship with you.

Consent to Use of Electronic Records and Signatures; Delivery; Availability

You acknowledge and agree that we may provide you with any Documents in electronic format, and that we are not required to send a paper Document to you. However, we reserve the right to provide you with any Document in paper form, even if you have chosen to receive it electronically.

All Documents that we provide to you in electronic format will be available to review, download, and print (i) by posting the Document to the Digital Banking Service; (ii) via hyperlink; (iii) via e-mail, email attachment, or SMS text message (or a combination thereof); (vi) by posting to a website with notice provided in an e-mail or SMS text message from us when the Documents are available; (v) to the extent permissible by law, by posting on a website that we designate in advance for that purpose; or (vi) by requesting you to download a PDF. It is your responsibility to print or download these electronic Documents if you wish to maintain a copy for your records. You agree that once we email or post the Document within the Digital Banking Service, or otherwise deliver the Document as described in this Section, we have delivered the Document to you in a form that you can keep.

You agree that we may also use electronic signatures and obtain them from you on any Document. You acknowledge and agree that by executing any such electronic Document with an electronic signature, you will be bound to the terms and conditions of such Document as if

you had executed a paper copy of such Document with a “wet ink” signature. You further acknowledge and agree that an electronic or printed copy of such electronically executed Document (together with any applicable screen captures or other records evidencing your electronic signature) will be admissible in a court of competent jurisdiction as evidence of your agreement to or acknowledgement of the terms and conditions contained therein to the same extent as if a Document containing a “wet ink” signature had been produced.

You agree that the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) and the Illinois Uniform Electronic Transactions Act (815 ILCS § 333/1 et seq.) shall apply to (i) this ESIGN Agreement; (ii) the Digital Banking Terms and Conditions; and (iii) any and all additional agreements, disclosures, and other Documents between you and the Bank; (iv) the online account application process, and (v) other business and transactions with us conducted electronically, whether online, through our mobile application or otherwise.

Electronic Statements and Other Electronically Delivered Documents

Your consent includes electronic delivery of periodic account statements and other Documents. We may, in our sole discretion, give you the option of receiving periodic account statements and certain other Documents either electronically or on paper based on the preferences you provide to us via Digital Banking. Changing your preference does not constitute a withdrawal or modification of your consent to the terms of this ESIGN Agreement.

Your Communications to Us

Sometimes the law, our agreement with you, or instructions we provide to you will require you to give us notice or another Document in writing. You must still provide these Documents in paper format, unless we separately agree to receive them electronically.

Hardware and Software Requirements

You hereby acknowledge that you meet the necessary hardware and software requirements as listed below to view and retain copies of the Required Communications and other Documents:

- A connection to the Internet;
- A current version of an operating system such as Windows, Mac OS, or Android;
- A current version of web browser which supports 128-bit SSL encrypted communications, such as Edge, Chrome, Safari, or Firefox;
- A valid email account and software to access it;
- Software that enables you to view and display files in HTML and PDF format;
- Sufficient storage on your electronic device with the ability to download and store, if you wish to save the electronic Documents. You will need a printer if you wish to print out and retain paper copies of the electronic Documents;
- Access to an electronic device capable of supporting the above.

By “current version” we mean a version of the software that is currently being supported by its publisher.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.

From time to time, we may offer services or features that require your Internet browser to be configured in a particular way, such as permitting the use of java script or cookies. We reserve

the right to discontinue support of a current version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

In order to access and use Digital Banking through our mobile application you must have a supported mobile device enabled to receive and transmit data, and which includes texting functionality, if required.

It is your responsibility to ensure that all computers and other electronic devices, including mobile devices, used by you to access the Digital Banking Services and platform comply with our hardware and software requirements.

Current Information

You are required to provide us with an accurate and complete e-mail address and other information related to your Byline Bank deposit, loan, or other account, and to maintain and update any changes to the information promptly. You can update information through the Digital Banking Service or contact us at the number listed at the end of this ESIGN Agreement for additional instruction.

Option for Paper Copies

You agree that we are not required to mail a paper copy of any Required Communication that we deliver electronically to you unless you specifically request it. To obtain a paper copy of any Document, you can print it yourself if it is still available in Digital Banking. You may also request a paper copy by contacting us through the Digital Banking Service or at the number listed below. Copies will be provided free of charge.

Consent Withdrawal

You have the right to withdraw your consent at any time and require that we provide you with all Required Communications in paper form at any time. To withdraw your consent prior to enrolling in Digital Banking, simply exit this session prior to accepting this ESIGN Agreement. To withdraw your consent after you have already enrolled, contact us through a secure message in the Digital Banking Service or at the number listed below. We will not impose a fee to process the withdrawal of your consent. Your withdrawal of your consent to receive Required Communications electronically will be effective only after we have had a reasonable period of time to process your request, does not apply to Required Communications that we have already provided electronically, and does not affect any separate agreement you have made with us to use electronic signatures and records. Withdrawal of your consent does not prevent us from sending Documents other than Required Communications to you electronically. 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 Required Communications electronically. Note that withdrawing your consent to receive Required Communications electronically may have one or more of the following consequences:

- It may cancel your account application.
- It may terminate your access to Digital Banking.
- It may delay your transactions with us or the delivery of information or Documents to you.
- If we offer a discount now or in the future for conducting business electronically, a withdrawal of consent could result in the removal of any such discount.

- If you withdraw consent, and we have told you that an account requires the use of electronic Documents or is “electronic only” or “online only” or words to that effect, or you have such an account and withdraw your consent, then we may, at our option, either (1) convert your account to a different type of account that has different terms, services, fees and benefits, or (2) close the account.

Termination/Changes

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

By clicking “Agree”, you: (i) are confirming your consent to use electronic Documents and other records, and signatures; (ii) are affirmatively demonstrating your ability to receive and access the Documents in electronic form; (iii) are confirming that you have provided a valid e-mail address at which we can send electronic documents to you and understand that your ability to receive the Documents is dependent upon maintaining a valid e-mail address with us; (iv) are confirming that you have access to software and hardware that satisfies the above requirements; (v) are agreeing to the terms of this ESIGN Agreement; and (vi) are affixing your electronic signature to this ESIGN Agreement. Furthermore, for businesses and other entities, the individual consenting to this ESIGN Agreement certifies that they are authorized to enter into this ESIGN Agreement on your behalf.

Visit <https://www.bylinebank.com/terms/esign-agreement> to view, print and save these terms.

Byline Bank Contact Information: (773) 244-7000

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