CONSENT TO ELECTRONIC COMMUNICATIONS

Please read this information carefully and print a copy and/or retain this information electronically for your future reference.

We are required by law to give you certain information "in writing" – which means you are entitled to receive it on paper. However, with your prior consent, we may instead provide this information to you electronically. We also need your general consent to use electronic records and signatures throughout our relationship with you. So, before you use any of our Electronic Services (as defined below), you must review and consent to the terms outlined below

1. Definitions

For the purpose of this E-Sign Consent:

"We," "us," or "our" means the Texas Medical Association, the Texas Medical Association Educational Loan Funds ("TMA Loan"), which are comprised of the Dr. S. E. Thompson Scholarship Fund, Durham Student Loan Fund, Medical Student Loan Fund, Patricia Lee Palmer, MD, Memorial Resident Loan Fund, Texas Medical Association Alliance Student Loan Fund, and the May Owen Irrevocable Trust, and their respective subsidiaries, affiliates, agents, successors, and assignees.

"You" and "your" means the person giving this E-Sign Consent and each additional account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any TMA Loan product that you apply for, use or access.

"Communications" means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign, submit, or agree to at our request.

"Electronic Service" means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging), and/or software applications (including applications for mobile or hand-held devices), either now or in the future.

"E-Sign Consent" means this E-Sign Consent to Electronic Records, Signatures, and Communication form.

The words "include" and "including," when used at the beginning of a list of one or more items, indicates that the list contains examples; the list is not exclusive or exhaustive, the items in the list are only illustrations, and the items are not the only possible items that could appear in the list.

2. Consent to Use Electronic Records and Signatures; Choosing to Receive Communications Electronically or in Writing; Certain Information Must still be Provided in Writing

You consent to and agree that the Communications we provide to you, or that you sign or agree to at our request, may be delivered to you in electronic form ("Electronic Records"). Communications that you agree to accept electronically would include, without limitation, all regulatory and other notices and disclosures required by federal and state law (such as your Truth in Lending and Privacy Policy disclosures), loan-related application materials, self-certification or other forms, loan agreements, account statements, all future tax forms (including IRS Form 1098-E (Student Loan Interest Statement)), future annual Privacy Policy disclosures, and other information. Your consent also permits us to obtain your electronic signatures if you choose to sign certain Communications electronically. If you do sign electronically, your electronic signature will bind you to the terms and conditions to the same extent as if you signed the Communications on paper with an ink signature.

Electronic Records may be delivered to you in a variety of ways, including (i) directly to any email address provided by you (or any email address you provide to us later); (ii) on our website; or (iii) directly by text or SMS to any mobile number provided by you in your online account (or any mobile number you provide to us later). WE MAY USE SUCH MEANS OF COMMUNICATION EVEN IF YOU WILL INCUR COSTS TO RECEIVE SUCH PHONE MESSAGES, TEXT MESSAGES, E-MAILS OR COMMUNICATIONS SENT VIA OTHER MEANS. If Communications are provided on our website, we will notify you of the website address to access the Communications by sending you either an email or regular mail to the mailing address provided by you in your online account.

In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available.

We may always, in our sole discretion, provide you with any Communication via paper, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us 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 writing. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this ESIGN Consent will automatically cover those Communications as well.

3. Your Enrollment in Electronic Services Using Our Equipment.

If you utilize an Electronic Service, your enrollment may not be complete without additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use Electronic Records and signatures under the terms of this E-Sign Consent.

4. Option to Receive Paper Copies

You may obtain a paper copy of any Electronic Record by printing it from your computer or by emailing your request to info@tmaloanfunds.com. We will not charge unless the request is voluminous, such as a request for all historical notices. Please specify the subject matter requested and a reasonable time frame.

5. Consent Covers All TMA Loan Documents and Privacy Policies

Your consent covers all Communications relating to any TMA Loan document, including future loans as applicable. Your consent remains in effect until you give us notice that you are withdrawing it. If you decide not to use Electronic Records and signatures in connection with a new TMA Loan, your decision does not mean you have withdrawn this consent for any past TMA Loan.

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on https://www.tmaloanfunds.com/, or, with prior notice to you, on another website where we offer Electronic Services.

6. Withdrawal of Consent

You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of certain access and services. Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

To withdraw your consent, please send your request to info@tmaloanfunds.com.

7. Hardware and Software Requirement

You need to have a valid working email account. You must promptly notify us of any change in your email or other electronic address by sending your notification to info@tmaloanfunds.com or by updating your account online.

To receive Electronic Records and sign documents electronically, you must have access to a computer, operating system, and mobile device with internet service that uses a current

version of one of the following JavaScript-enabled web browsers: Google Chrome, Microsoft Internet Explorer, Apple Safari, or Mozilla Firefox. The web browser must support at least 256-bit encryption. You need to have sufficient electronic storage capacity on your computer's hard drive or other data storage unit. You need to be able to access HTML (Hypertext Markup Language) files, PNG (Portable Network Graphics) files, and PDF (Portable Document Format) files. To view and read PDF files, you will need a current version of a program to read and display PDF files, such as Adobe® Acrobat Reader. You can download Acrobat Reader for free.

8. Communications in Languages Other than English.

We are unable to fulfill and service TMA Loans in a language other than English. If you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps to ensure you understand the transaction before entering into it and to have any future communications explained to you.

9. Additional examples of Electronic Records covered by this E-Sign Consent include:

- This E-Sign Consent and any amendments;

- Online Access Agreement and any amendments;

- All of the Communications related to your TMA Loan, unless excluded by the terms of this E-Sign Consent.

- All of the periodic account and activity statements, disclosures and notices we provide to you concerning your Wells Fargo Products;

- Tax reporting statements

- Past-due notices;

- Any notice or disclosure regarding fees or assessments of any kind, including late fees;

- Notices of amendments to any of your agreements with us; and

- Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion.