



SIGNATURE
SECURITIES

Personal Securities Account Agreements and Disclosures



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IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Effective Date: November 2011
700532-1111

WELCOME

Thank you for opening an account at Signature Securities Group, SSG. This booklet contains important information about your non-deposit investment accounts at Signature Securities Group. Please read it carefully, and retain it for future reference. By opening an account at Signature Securities Group, you agree to the terms contained herein.

CONTACTS

Clients and non-clients alike are always welcome to visit any of our locations for assistance, or simply call 1 866 sigline with any questions you may have.

To: SIGNATURE SECURITIES GROUP CORPORATION ("SSG")

This Customer Agreement applies to Signature Brokerage Accounts and Monogram Managed Accounts offered by Signature Securities Group Corporation ("SSG"), but not to accounts that are part of an Individual Retirement Account ("IRA") or a plan or trust qualified under the Internal Revenue Code of 1986 as amended ("Qualified Plan"). I understand that margin privileges and options trading privileges are available for Signature Brokerage and Monogram Managed Accounts, subject to SSG's approval. In the event SSG approves and opens one or more of the above brokerage accounts on my behalf, I agree as follows:

General Provisions:

1. **Meaning of Words in the Agreement.** The words "Clients", "I", "me", "my", "our", "we", and "us" mean the individual or entity, such as a sole proprietorship, partnership, corporation, limited liability company, limited liability partnership or association, and each person duly authorized to act for such individual or entity that opens or maintains a SSG Account. The words "you", "your", and "SSG" mean Signature Securities Group Corporation. The words "Signature Bank Account" shall mean Client's demand deposit account or other transaction account maintained with Signature Bank, should Client in fact maintain such an account, which Client may elect to use in conjunction with Client's SSG Account(s). The words "SSG Account" and "Brokerage Account" mean the Signature Brokerage Account and Monogram Managed Account offered by SSG other than as part of an IRA or qualified plan. The words "Monthly Account Value" mean the value of your SSG account on the next to last business day of the month.
2. **Authority and Ownership.** I represent that I have the legal capacity, and am authorized, to enter into this Agreement and have obtained and shall provide you with all necessary authorizations from third parties to open one or more Brokerage Accounts and effect transactions in securities purchased, held and sold by me through you. I shall be the owner of my SSG Accounts or shall have the legal capacity to control the assets in my SSG Account(s).
3. **Appointment of Agent.** I appoint you as my agent to carry out my instructions for the purchase or sale of securities. I authorize you to open or close Brokerage Accounts with National Financial Services LLC ("NFS"), a Fidelity Investments® company, place and withdraw orders, provide information to NFS and other third parties and take such other steps as are reasonable to carry out my instructions, and I understand and agree that all terms of this agreement also apply between me and NFS. I understand that you may at any time refuse or limit any transaction which I may wish to effect.
4. **Opening SSG Accounts.** I understand that in order to open an SSG Account, I will truthfully complete and sign the standard account application and any other required documents.
5. **SIPC Coverage.** I understand that securities in SSG Accounts carried by NFS are protected by the Securities Investor Protection Corporation ("SIPC") up to \$500,000 (including cash claims limited to \$250,000). NFS provides additional insurance on top of SIPC Coverage refer to the NFS brochure for specifics. Neither coverage protects against a decline in the market value of securities. **The cash claim coverage limit was changed from \$100,000 to \$250,000 in October 2008 and will return to \$100,000 on December 31, 2013.* To obtain additional SIPC information including the SIPC brochure please go to www.sipc.org or call (202) 371-8300.
6. **Oral Instructions.** You may follow my oral instructions and those of my authorized agent, and you shall not be liable for acting upon any instructions, which you believe in good faith to have been so given. I understand that you shall provide me with one or more telephone numbers which may be used for the purpose of giving oral instructions during the hours and on the days permitted by you and that for our mutual protection you may record such telephone conversations.
7. **Settlement and Use of a Money Market Sweep.** If I have designated in my application a money market mutual fund sweep vehicle for my settlement purposes, I hereby authorize you or NFS to sell shares of my money market mutual fund to cover purchases of securities and for any fees or commissions due, to purchase shares of my money market mutual fund with the proceeds from my sales of securities, interest and/or dividend payments, and other income or distributions that occur in my Brokerage Account(s), and to initiate adjustments for any erroneous entries or amounts due to you. I further agree that you may initiate any debit entries from any of my SSG Accounts in the event that there are insufficient funds in my designated money market mutual fund. I shall have sufficient funds in my money market mutual fund on settlement date for payment of securities purchased by me, plus commissions. If I have not designated a money market mutual fund sweep in my application to be used in conjunction with my SSG Account(s), I shall nevertheless pay you by 2:00 pm Eastern time on the settlement date for securities purchased by me, plus applicable fees and/or commissions and the proceeds from the sale of my securities and income from my securities, if any, will remain in my SSG account as cash and will not earn interest or dividends.
8. **Settlement and Use of a Signature Bank Account.** If I have designated in my application an active Signature Bank Account for my settlement purposes, I hereby irrevocably authorize you or NFS to initiate any and all debit entries to my Signature Bank Account for purchases of securities and for any fees or commissions due, to initiate any and all credit entries to my Signature Bank Account for proceeds from my sales of securities, interest and/or dividend

payments, and other income or distributions from my Brokerage Account(s), and to initiate adjustments for any erroneous entries or amounts due to you. I irrevocably authorize Signature Bank to accept any and all such entries and post them to my Signature Bank Account. I further agree that you may initiate any debit entries from any of my Signature Bank Accounts in the event that there are insufficient funds in my designated settlement account. I agree that I will have sufficient funds in my Signature Bank Account on settlement date for payment of securities purchased by me, plus commissions. You shall have the right to review information in respect of my Signature Bank Account balances. If I have not designated a Signature Bank Account in my Application to be used in conjunction with my SSG Account(s), I shall nevertheless pay you by 2:00 pm Eastern time on the settlement date for securities purchased by me, plus applicable fees and/or commissions, and the proceeds from the sale of my securities and income from my securities, if any, will remain in my SSG Account as cash and will not earn interest or dividends.

9. **Settlement and Use of a non-Signature Bank Account.** If I have designated in my application an active bank account at a financial institution other than Signature Bank ("Outside Bank Account") for my settlement purposes, I hereby irrevocably authorize you or NFS to initiate any and all debit entries to my Outside Bank Account for purchases of securities and for any fees or commissions due, to initiate any and all credit entries to my Outside Bank Account for proceeds from my sales of securities, interest and/or dividend payments, and other income or distributions from my Brokerage Account(s), and to initiate adjustments for any erroneous entries or amounts due to you. I shall have sufficient funds in my Outside Bank Account on settlement date for payment of securities purchased by me, plus commissions. If I have not designated an Outside Bank Account in my application to be used in conjunction with my SSG Account(s), I shall nevertheless pay you by 2:00 pm Eastern time on the settlement date for securities purchased by me, plus applicable fees and/or commissions, and the proceeds from the sale of my securities and income from my securities, if any, will remain in my SSG Account as cash and will not earn interest or dividends.
10. **Settlement and Use of Delivery vs. Payment Instructions.** If I want to settle transactions by delivering the securities to a custody account at another financial institution versus payment from that institution ("DVP"), you will give me the Delivery Versus Payment Agreement and I will complete it and submit it to you for your approval. If I request to add DVP instructions to my Brokerage Account and SSG approves my request, any and all DVP transactions will be subject to the additional provisions specified in the Delivery Versus Payment Agreement. Settlement using DVP is not permitted for Monogram Managed Accounts.
11. **Indebtedness to SSG or SSG affiliates.** If you are unable to settle the purchase or sale of any security because of my failure to make payment or deliver securities in good form, I authorize you to take appropriate steps to complete or cancel the transaction to minimize your loss, and I shall reimburse you for any and all costs, losses or liabilities incurred by you, including attorney's fees. If I owe you money in the operation of, or in connection with, my Brokerage Account(s) or owe money to an affiliate of yours in the operation of, or in connection with, an account at that affiliate or for any other reason, I shall pay the debt on demand. If I fail to pay the debt after demand, you may close any and all of my accounts that I maintain with you and your affiliates and liquidate any assets in them or otherwise held by you or any of your affiliates, including Signature Bank, in an amount sufficient to pay my debt to SSG or its affiliate and use that amount to pay such debt. Any credit balances, securities, assets, or related contracts, and all other property in which I may have an interest that are held by SSG or any affiliate shall be subject to a general lien in favor of SSG and its affiliates for the discharge of my obligations to you and your affiliates. I agree to reimburse SSG, its affiliates and/or NFS for all reasonable costs and expenses incurred in the collection of any debit balances or unpaid deficiencies in any of my accounts with SSG or any of its affiliates, including, but not limited to, attorneys' fees. Obligations arising under this Agreement shall survive the termination of my SSG Accounts as described in "Termination of Account" section of this Agreement.
12. **Liability.** Neither SSG or its affiliates nor NFS shall be liable for the loss or delay caused directly or indirectly by war, terrorism, natural disasters, government restrictions, exchange or market rulings, interruption or malfunction of communication facilities, extreme volatility of trading, or other conditions beyond SSG's reasonable control. In no event shall SSG, SSG's affiliates or NFS be liable for indirect, incidental, special or consequential damages, even if SSG, SSG's affiliates or NFS are advised as to the possibility thereof. Additionally, I hereby ratify any instructions given on my SSG Accounts and agree that neither SSG, SSG's affiliates, NFS nor any fund's transfer agent will be liable for any loss, cost or expense for acting upon such instructions (by telephone or writing) believed by you or them to be genuine and in accordance with the procedures described in the fund prospectus. I further agree that neither SSG nor SSG's affiliates shall be liable for not complying with any instructions if SSG or SSG's affiliates reasonably suspect that I or my Brokerage Account is involved in fraudulent activities or other irregularities and SSG and SSG's affiliates can continue to refrain from complying with such instructions until SSG or SSG's affiliates have had an opportunity to investigate and become satisfied that there was no fraudulent activities or irregularities. SSG and SSG's affiliates shall be liable only for damages that are the direct result of their gross negligence or willful misconduct. In no event shall SSG or SSG's affiliates be liable for special, punitive, indirect or consequential damages, nor shall any action or inaction on SSG's or SSG's affiliates' part constitute a waiver by either SSG or SSG's affiliates of any cause of action or defense to recovery under any applicable law of mistake or restitution. SSG and SSG's affiliates shall be liable only for damages that are the direct result of their gross negligence or willful misconduct. In no event shall SSG or SSG's affiliates be liable for special, punitive, indirect or consequential damages, nor shall any action or inaction on SSG or SSG's affiliates' part constitute a waiver by either SSG or SSG's affiliates of any cause of action or defense to recovery under any applicable law of mistake or restitution.
13. **Credit Investigations.** SSG and NFS may request a credit report on me, and updates of such report from time to time,

and contact any reference I give SSG as to my credit history. Upon my written request, SSG or NFS shall advise me whether SSG or NFS has obtained such report and if so advise me of the name and address of the credit-reporting agency that furnished credit information about me.

14. **Relationship with NFS.** SSG may share with, remit to or otherwise pay NFS for its services from your commissions and fees charged to me. I understand and agree that NFS may refuse to accept or carry my Brokerage Account(s) or to process any transactions that I may wish to effect. I authorize SSG to accept on my behalf information and other notices from NFS and understand that SSG will promptly mail such information and notices to me. I understand that summary monthly statements of activity in my Brokerage Account(s), as well as certain other documents and communications, shall be mailed to me directly by NFS, but that statements shall be mailed only quarterly if there are balances or positions in my Brokerage Account(s) and there has been no activity. Furthermore, I understand that separate and immediate confirmations of trading activity shall be mailed to me directly by NFS. With regards to systematic trade plans and mutual fund and equity dividend reinvestment transactions, these transactions will be confirmed on my summary monthly statement, in lieu of a separate and immediate confirmation. I agree to notify you promptly by telephone (followed by a prompt written confirmation) of any error or discrepancy in, or objection to, any confirmation advice or statement.
15. **Margin Loans.** If I want margin credit from NFS, SSG will give me the Margin Application and I will complete it. SSG will help me to arrange margin credit with NFS, but SSG will not be responsible for the extension or payment of margin credit or maintenance of margin. However, if SSG makes payments to NFS for any amounts I owe to NFS but have not paid, SSG will take over any rights NFS may have against me. NFS may pay SSG, and SSG may accept part of the interest or other charges, which I pay NFS for margin credit. If I apply for margin privileges and NFS approves my application, any and all margin activity will be governed by the NFS Margin Account Agreement, which was given to me when I signed the margin application.
16. **Option Trading.** If I would like to trade options, I will complete an options account application, and submit it to SSG for your approval. I understand that options trading is not appropriate for all investors, and that SSG may not approve me to trade options, or may approve me for only certain types of options transactions. I will not rely on any approval given by SSG of my option account application in making my own determination as to whether option trading is appropriate for me. If I apply for option trading privileges and SSG approves my application, any and all option trading activity will be governed by the NFS Option Account Agreement, which was given to me when I signed the options account application.
17. **Restricted Securities.** I shall not buy or sell securities of a corporation of which I am an affiliate or control person ("Restricted Securities"), nor sell any Restricted Securities, except in compliance with applicable laws and regulations.
18. **Fees and Charges.** I shall pay the fees and charges incurred in my SSG Account, as defined in SSG's fee schedule, which may be amended from time to time. Should I have insufficient funds in my SSG Account to pay these charges, you may offset against any account I hold with SSG, Signature Bank or any other SSG affiliate for the amount due.
19. **Two or More Brokerage Accounts.** In the event you open two or more Brokerage Accounts in my name, I shall be the sole owner of those accounts or shall have the legal capacity to control the assets in those accounts. Those accounts will be kept separate for my convenience only and each account shall unreservedly guarantee each of the other accounts.
20. **Joint Accounts.** If two persons have signed the account application for a Brokerage Account, the Brokerage Account(s) opened with NFS shall be held by us jointly with right of survivorship (payable to either or the survivor of us). Each joint tenant irrevocably appoints the other as his/her attorney-in-fact to take all action on his/her behalf and to represent him/her in all respects to the Brokerage Accounts. SSG is authorized to follow the instruction of any one joint account holder in every respect and to deliver any or all monies, securities, or other property to any joint account holder or to any other person upon the instructions of any one joint account holder even if such delivery or payment is to be made personally to the joint account holder providing the instructions and is not being made to the other joint account holders. Each joint account holder agrees that SSG will be under no obligation to inquire into the purpose or propriety of such delivery or payment and is not bound to inquire into the disposition or application of such delivery or payment. This authority will remain in force until written notice to the contrary is addressed to SSG and received by SSG at its office at 29 West 38th Street, New York, New York 10018 and SSG has had a reasonable period of time to act upon such written notice. SSG, in its sole discretion and for its sole protection, may require the written consent of all account holders prior to acting upon the instruction of any account holder, but is not required to do so. All obligations and liabilities arising under a joint Brokerage Account are joint and several and may be enforced by SSG against any or all of the joint account holders.
21. **Custodial Accounts.** I understand that I may open an SSG Account under Uniform Gifts to Minors Act ("UGMA") or Uniform Transfers to Minors Act ("UTMA") for which I act as custodian ("Custodian Account"). I understand that in opening a Custodian Account I represent and warrant that the assets in the account belong to the minor stated in the application for such Custodian Account and all such assets, whether or not transferred out of the Custodian Account, will only be used by me for the benefit of that minor. As used in this Agreement, the terms "Client", "I", "me" and "my", shall refer to the either the Custodian or to the Minor as the context may require.
22. **Severability.** If any provision of this Agreement shall be invalid, illegal or unenforceable under any law or regulation, it shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.
23. **Relationship with Other Agreements.** The rights and obligations contained in this Agreement shall be in addition to those contained in the agreements governing any accounts I may have at Signature Bank and any other agreements

I may have signed with SSG, any of SSG's affiliates, or NFS.

24. **Amendments.** SSG may amend this Agreement at any time in any respect effective five days after SSG have mailed written notice to me.
25. **Termination of Agreement; Closing of Account.** SSG may terminate this Agreement at its discretion at any time, effective upon sending a written notice to me. I will remain responsible for all fees, debit items, or other transactions initiated or authorized by me whether arising before or after such termination. Where a SSG Account has not been active in the preceding twelve months and has a cash balance of \$500 or less, SSG may, at its sole discretion, in an effort to assist the client in paying an inactivity fee, close the SSG Account and remit the cash portion to the client(s).
26. **Address for Purpose of Communication.** Communications by mail, messenger, or otherwise sent to me at my address on SSG's records, or any other address I may give SSG or SSG's affiliates, are presumed to be delivered to and received by me whether or not actually received by me. I understand that I should promptly and carefully review the transaction confirmations and monthly statements and notify SSG of any errors. Information contained on transaction confirmations and account statements is conclusive unless I object in writing within five days with respect to transaction confirmations and ten days with respect to account statements from the date the confirmation or statement has been transmitted to me. Should I change my address, I shall immediately provide SSG with written notice and will not hold SSG responsible for SSG reasonable reliance on my previous address until SSG have had a reasonable amount of time to change my address on SSG's records.
27. **Change of Information.** I understand that should there be a change in any of my SSG Account information, including address, financial status, and risk tolerance, I must immediately provide SSG notice of such change. I understand that SSG will not be responsible for any adverse consequences resulting from SSG's reliance on information which has changed, but for which I have not notified SSG.
28. **Choice of Marketplace.** When securities may be traded in more than one marketplace, SSG and/or NFS may use discretion in selecting the market in order to achieve best execution.
29. **Payment for Order Flow.** SSG and/or NFS may transmit customer orders for execution to various exchanges or market centers based on a number of factors. These include size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and reduced execution costs through price concessions from the market centers. Certain market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. SSG and/or NFS receive remuneration, compensation or other consideration for directing customer orders for equity securities to particular broker-dealers or market centers for execution. Such consideration, if any, takes the form of financial credits, monetary payments, or reciprocal business. NOTE: Trades placed through an automated telephone, electronic or on-line trading system cannot specify a particular market center for execution.
30. **Allocation of Functions.** FINRA Rule 3230 and New York Stock Exchange Rule 382 require that SSG and NFS allocate between them certain functions regarding the administration of customer accounts. The following is a summary of the allocation services; a more complete description is available upon request: SSG is responsible for: (1) obtaining and verifying brokerage account information and documentation, (2) opening, approving and monitoring the brokerage account, (3) transmitting timely and accurate instructions to NFS with respect to the brokerage account, (4) determining the suitability of investment recommendations, (5) operating and supervising the brokerage account and its activities in compliance with applicable laws and regulations, including compliance with margin rules pertaining to margin accounts (if applicable), (6) maintaining the required books and records for the services SSG performs, and (7) ensuring that SSG Accounts are in compliance with federal, industry, and NFS margin rules, and for advising clients of margin requirements. NFS shall perform the following tasks at the direction of SSG: (1) execute, clear and settle transactions processed through NFS by SSG, (2) prepare and send transaction confirmations and periodic statements for customers' Brokerage Accounts. Certain pricing and other information may be provided by SSG or obtained from third parties, which has not been verified by NFS, (3) act as custodian for funds and securities received by NFS on behalf of customers, (4) follow the instructions of SSG with respect to transactions and the receipt and delivery of funds and securities for Brokerage Accounts, and (5) extend margin credit for purchasing or carrying securities on margin. SSG is responsible for ensuring that Brokerage Accounts are in compliance with federal, industry, and NFS margin rules, and for advising customers of margin requirements. NFS shall maintain the required books and records for the services it performs.
31. **Miscellaneous.** I understand that all orders and transactions with respect to my Brokerage Account(s) shall be subject to the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market, and the clearing facility, if any, where the transactions are executed and/or, if applicable, of the Financial Industry Regulatory Authority, Inc. and to all applicable laws and regulations. This Agreement shall be governed by the laws of the State of New York. This Agreement shall inure to the benefit of the successors and assigns of SSG, whether by merger, consolidation, or otherwise, and you or NFS may transfer my SSG Accounts to the successors and assigns. This Agreement shall be binding upon my heirs, executors, administrators, successors, and assigns. SSG will review Accounts on an annual basis and those accounts for which there are no positions, balance or activity are subject to closure. Once an account is closed the Account number will not be reissued.
32. **Notices.** agree that any notice you send to SSG will only be effective if I send it to SSG at its office at 29 West 38th

Street, New York, New York, 10018. Any notice to me shall be sufficient if SSG sends it to me at my last known address appearing on its records.

33. **Abandoned Accounts.** Generally, if no customer-generated activity has occurred for a period of three (3) consecutive years, then my SSG Account may be deemed abandoned and SSG may close the account and, if required, turn the securities and funds in the abandoned SSG Account over ("escheat") to the appropriate state abandoned property administrator. Note: Dormancy periods for determining actual escheatment requirements vary by the abandoned property laws of the individual states, and by type of account. SSG is required to base the period for escheatment on the state of my last known address in its records, and that state's corresponding dormancy period. At any time after the securities and funds in an abandoned account have been turned over to the appropriate state abandoned property administrator, I (or any other person who is entitled to the securities and funds) may reclaim those securities or their cash equivalent and funds from the appropriate state abandoned property administrator. For New York State, the address of the abandoned property administrator is: New York State Comptroller, Office of Unclaimed Funds, Alfred E. Smith Office Building, Albany, NY 12236.
34. **Complaints.** Any complaints may be directed to: The Chief Compliance Officer, Signature Securities Group Corp., 29 West 38th Street, New York, New York, 10018 or you may contact the Chief Compliance Officer at (646) 822-1853.
35. **Pre-Dispute Arbitration.** This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:
 - a. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
 - b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
 - c. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
 - d. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
 - e. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
 - f. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
 - g. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

I agree that all controversies that may arise between us (including, but not limited to controversies concerning any accounts, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between us, whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the New York Stock Exchange, Inc., or Financial Industry Regulatory Authority, Inc., as I may designate. If I do not notify you in writing of my designation within five (5) days after I receive from you a written demand for arbitration, then I authorize you to make such a designation on my behalf. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; (b) the class is decertified; or (c) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

36. **Recording.** I understand that SSG, at SSG's sole discretion, may, but shall not be required to, make recordings and retain such recordings of any telephone conversations between SSG and me. I agree that any such recordings that have been made and retained by SSG shall be admissible in a court of law or arbitration proceeding.
37. **Exchange of Information.** To the extent permitted by law and provided in SSG's privacy notice, a copy of which has been given to me and is available on SSG's corporate website, and included at the end of this booklet, I authorize SSG and any of SSG's affiliates to exchange information about me and my SSG Accounts and to disclose information about me and my SSG Accounts in connection with my transactions with SSG and SSG's affiliates, to third parties in order to facilitate those transactions and in other circumstances that SSG and SSG's affiliates deem necessary and appropriate.
38. **Attorney's Fees, Losses & Expenses.** I agree to pay all losses, costs and expenses (including, without limitation, attorney's fees) incurred by SSG or SSG's affiliates relating to my SSG Account as a result of (a) my failure to comply with this Agreement, (b) a dispute among the owners, beneficiaries, heirs or others claiming an interest to all or part of the SSG Account, (c) any third party claim, notice or legal action whether or not such claim is legally enforceable, (d) any governmental or administrative investigation or (e) any action taken by SSG or SSG's affiliates to resolve or comply with such dispute, claim or investigation or to protect the SSG's or SSG's affiliates interest.
39. **Litigation.** Any litigation of a dispute that is not eligible for arbitration under the arbitration rules of the Financial Industry

Regulatory Authority, Inc., MUST be commenced in a court having subject matter jurisdiction located ONLY in the State and County of New York. I agree that such court has and may assert personal jurisdiction over me and I irrevocably waive any defense based upon lack of jurisdiction, statute of limitations, inconvenience of forum and improper venue. I waive personal service of process and consent to service of process by certified or registered mail, return receipt requested, directed to me at my address as it appears on SSG's records. In addition, I waive trial by jury in all such litigation.

40. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of New York.
41. **Auction Rate Securities: "ARS".** ARS are municipal and corporate bonds, as well as preferred stocks, with interest rates or dividend yields that are periodically reset through auctions, typically every 7, 14, 28, or 35 days. Auction rate bonds are usually issued with maturities of 30 years, but the maturities can range from five years to perpetuity.
- I understand and agree to the following in connection with any auction rate securities held in my account:
- My auction rate securities were purchased prior to the transfer of my account to SSG. As a result, SSG is not responsible or liable for any prior recommendations or advice with respect to these securities nor is SSG under any obligation to provide me with any investment recommendation or advice with respect to the disposition or continued holding of these securities in my account following the transfer of my account.
 - I also understand and agree that SSG is not under any obligation to me (i) to provide loans under margin agreements or otherwise secured in whole or part by the auction rate securities in my account. (ii) to purchase or continue to purchase any auction rate securities in periodic rate setting auctions in any secondary market transactions, or (iii) to provide liquidity for such securities in the periodic rate setting auctions or in secondary market transactions and as a result, liquidity for these securities currently is greatly impaired. SSG provides no assurance that I will be able to sell or otherwise dispose of these securities following the transfer of my account to SSG. I understand that SSG takes actions in connection with other customers that SSG does not offer me in connection with my auction rate securities.
42. **USA PATRIOT Act Notice.** To help the government fight the funding of terrorism and money laundering, federal law, we are required to obtain your name, date of birth, address and a government-issued id number before opening your account, and to verify the information. In certain circumstances, we may obtain and verify comparable information for any person authorized to make transactions in an account or beneficial owners of certain entities. Additional documentation is required for certain entities, such as trusts, estates, corporations, partnerships and other organizations. Your account may be restricted if we cannot obtain and verify this information. We will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

Additional Provisions for Monogram Managed Accounts:

1. **Monogram Managed Account.** I understand that the Monogram Managed Account ("MMA") offers integrated financial services including a Signature Brokerage Account ("Securities Account") linked with an eligible money market fund ("Transaction Fund"), and checking services ("Checking Component") provided by Signature Bank ("the Bank") at its sole discretion, including Checks, Substitute Checks, Remotely Created Checks, ATM/MasterCard Debit card ("Card"), electronic funds transfer services, including telephone and on-line transfers to affiliated accounts, and bill payment services. The term "Checks" includes checks, Substitute Checks, Remotely Created Checks, money orders, drafts and other instruments or items payable in United States money. The term "Substitute Checks" means paper copies of original checks that federal law permits to replace original checks, which are similar in size to the original with a slightly reduced image of the front and back of the original check, and can be used in the same way as the original check. The term "Remotely Created Checks" means checks drawn on my MMA that have been created by a merchant or other payee at my request or with my authorization or approval, whether directly or indirectly, and generally containing the information normally found on a check, such as my name, my MMA number, the Bank's name and the Bank's routing number, but instead of containing my handwritten signature it would contain my printed or typed name or a statement that I have authorized the check.
2. **MMA Fee.** I shall pay the fees and charges incurred in my MMA, as defined in the Fee Schedule, which may be amended from time to time. I acknowledge that I will be charged an account service fee for each month in which I maintain my MMA, that the amount of the fee may be changed, and that the Transaction Fund will assume various charges in connection with the MMA. I further understand that for any special services that are not part of the regular MMA and that are requested by me and performed by SSG or the Bank, I will pay any customary service charges.
3. **Payment of Checks.** I understand that all debit items, including Checks, Card transactions, Securities Account transactions, and other transactions will be accumulated daily, and that NFS will make payment of these items on my behalf to the extent sufficient funds are available. I will maintain sufficient assets in my MMA to satisfy all obligations as they become due. As used in this Agreement, the total of cash, Transaction Fund balances, and margin loan value shall be the "Total Availability." I understand that payment of any debit item in my MMA will be made, first, from any cash balance available that day (defined as cash available to me on demand without giving rise to margin interest charges), and second when I have no remaining cash balance, from shares available in my transaction fund, and third, from any available margin loan value of my marginable securities. In the event margin credit is extended by NFS, interest will accrue beginning on the date credit is extended and is subject to the terms of the Margin Account Information portion of this Agreement. Payments for debit items will be made on my behalf in the following order as they become due: First, securities transactions (including margin calls) and other account fees; Second, Card

transactions; and Third, my MMA Checks. Neither NFS nor SSG or the Bank shall be responsible should any transaction be dishonored due to an insufficient Total Availability. I understand that other transactions that I initiate or to which I have consented may reduce the Total Availability in my account. Due to the transmission time of certain data between financial institutions, Card authorizations may be limited even if funds were contributed or released to the MMA the previous business day.

4. **Transaction Fund.** Amounts contributed and received into the Checking Component or directly into my Securities Account will be invested in one of the following money market funds of my choice: Fidelity Prime Fund, Fidelity Treasury Fund, Fidelity Tax Exempt Fund, or any other fund SSG makes available from time to time, and is selected by me (the "Transaction Fund"), subject to prior payment by me and on my behalf of any outstanding margin loan balances, Card overdrafts or other debit items arising from Card usage, or authorized payments of Securities Account settlements. I understand that access to the redemption proceeds of Transaction Fund shares purchased with monies so advanced may, at the discretion of SSG, be withheld for up to seven days, 20 days for acceptable foreign Checks, to assure that such Checks have been collected. Such withholding may result in dishonor of Checks or rejection of Card transactions or other debit items if monies are not otherwise available to me within the MMA. My MMA statement will detail all activity in the Transaction Fund. This is provided in lieu of a confirmation that might otherwise be provided to me with respect to those transactions.

Any free credit balances in the Securities Account (i.e., any cash that may be transferred out of the Securities Account without giving rise to interest charges) in excess of \$1 will be automatically invested on a daily basis in my Transaction Fund. Amounts of less than \$1 will automatically be invested weekly. Any fund I am able to later choose as my Transaction Fund will also be subject to these provisions. Shares of the Transaction Fund will be redeemed at their net asset value, and I agree that such shares shall be automatically redeemed to satisfy debit balances in the Securities Account, Card or Check usage, electronic funds transfers, overdrafts, and other authorized debit items. If I so elect and upon my telephoned instructions, monies representing the redemption of Transaction Fund shares may be transferred to a Bank account designated by me. Such monies shall be submitted, at your election, via the Federal Reserve Wire System or an automated clearinghouse system. Except as otherwise limited by federal or state law, I hereby ratify any such actions and agree that neither SSG, the Bank nor a fund's transfer agent will be liable for any loss, liability, cost or expense (i) so long as they have acted in accordance with the procedures set forth herein or in the applicable fund prospectus, or (ii) for acting upon instructions with respect to money transfers given by any person if believed to be genuine, provided monies are transferred to the Bank account designated by me. I have received and read a copy of the prospectus of the Transaction Fund selected by me, containing a more complete description of it and its operations.

5. **Termination of Monogram Managed Account.** I understand that SSG, NFS, or I may terminate my MMA at any time. Termination will result in the cancellation of all Check writing, Card services, Securities Account and other features or privileges. I will remain responsible for all charges, debit items, or other transactions initiated or authorized by me whether arising before or after termination. If my MMA is terminated for any reason, I agree to immediately destroy all unused checks and Cards. I understand that the Bank may terminate any Card services without resulting in termination of my MMA.
6. **Statements.** I understand that any activity occurring in the MMA, including activity in the Securities Account and Checking Component will appear on the summary monthly statement of activity mailed to me directly by NFS. Statements shall be mailed only quarterly in the event there are balances or positions in my brokerage account(s) and there has been no activity. Any Checks drawn by me on the Checking Component and paid during that statement period will not be returned with the statement. Instead, payee detail information will appear on the statement, provided that information is available to SSG and NFS at the time the statement is generated. At its discretion, SSG may decide to return the original Checks, Substitute Checks, or copies, or optical images of the original Check or Substitute Check with the statement. Copies of Checks and Substitute Checks are available from SSG upon request. I agree to exercise reasonable care and promptness in examining my statements to discover any errors or irregularity including, but not limited to, any forged, unauthorized or improperly made signatures on, or any alteration of, a Check. I will notify the Bank promptly in writing of any errors or irregularities, and in no event more than fourteen (14) calendar days after the time that such statement was first made available to me.
7. **Telephone Transfers.** I understand that I can request telephone transfers between the Checking Component and most of my other accounts that I maintain at the Bank. I agree that SSG's and/or the Bank's records of such telephone transfers are binding, and agree to assume all risks in connection with such telephone transfers. Those risks include, but are not limited to, (i) requests made by a person representing himself or herself to be me or an individual I have authorized to act for me, (ii) delays or errors as a result of a misunderstanding of any telephone instructions and (iii) the malfunction of any equipment. The risks do not include those risks resulting directly from the Bank's willfulness, recklessness or gross negligence. SSG and/or the Bank reserve the right to refuse a telephone request for the transfer of funds. I authorize the Bank to respond to telephone inquiries about my MMA from any person representing himself or herself to be an authorized individual whose signature appears on the account records and believe by the Bank to be me or that individual.
8. **Deposited or Cashed Checks.** The Bank and SSG are authorized to accept for my Checking Component all Checks from third parties which are payable to me. I agree that the Bank and SSG shall not be responsible for any delay in giving my Checking Component credit for any deposit I make, for the acts of any agent of mine or person or persons

whom I have authorized to act on my behalf with respect to Checking Component or for any other act that the Bank or SSG thinks is appropriate provided the Bank and SSG have acted in good faith.

9. **Multiple Endorsements.** I agree that if I want to deposit a Check into or cash a Check against my Checking Component that is not made payable to me, but which has been endorsed by the payee of the Check, the Bank or SSG may refuse to accept that Check if the Bank or SSG are unable to verify to its satisfaction that the payee's endorsement and all other endorsements on the Check are genuine.
10. **Funds Availability.** Funds deposited in the Checking Component in the form of a Check will normally be available immediately for withdrawal, except as otherwise provided in Section 4 of the Additional Provisions for Monogram Managed Accounts of this Agreement.
11. **Encoding.** If the Bank accepts Checks from me, for deposit into or to be cashed against my Checking Component, that my agent or I have encoded with MICR encoding or other encoding, the Bank may rely upon the accuracy and completeness of such encoding in processing the Checks for collection or payment. I shall be solely responsible for any encoding errors or defects including, without limitation, amount errors and shall indemnify and hold the Bank harmless from and against any and all claims, demands, damages, liabilities, losses and expenses (including attorney's fees) resulting, directly or indirectly, from such encoding.
12. **Collection of Checks.** All Checks deposited in my Checking Component, or cashed for me, are received by the Bank as agent for me and are subject to collection. The Bank shall not be responsible for any loss due to the failure to demand payment of amounts due on Checks I deposit, which is called presentment, or because of the late presentment of any check. The Bank chooses the method of obtaining final payment of Checks and may use other banks or agents in the process. The Bank will use due diligence in the selection of collection agents and correspondent banks (hereinafter collectively called the "Correspondents") but will not be liable for the insolvency, neglect, misconduct, mistake or default of any such Correspondents or for loss or destruction of a Check in transit or in the possession of others. The Bank or any Correspondent may waive presentment, notice and protest on all Checks for which credit or value is given in whole or in part or which are received for deposit or collection and may send any Check, directly or indirectly, to any bank, including the drawee or payor, or to any non-bank payer. I authorize the Bank to renew or to extend the time with respect to the collection of any sums due on said Checks, and I agree that any such renewals, extension of time or other modification of such collection shall be deemed to have been granted or made with a full and express reservation by the Bank of any of its rights that it has against me. The Bank is not responsible for any act or failure to act that is reasonable under the circumstances or that it is taken or omitted pursuant to this Agreement.
13. **Uncollected and Returned Checks.** Any Check not finally collected may be charged back to any of my accounts at the Bank or SSG whether such Check was cashed or deposited. If a Check that I have deposited to or cashed against my Checking Component is returned and claimed to have a forged signature or forged endorsement or is materially altered, then the Bank and/or SSG may charge any of my other accounts at the Bank or SSG for the amount of such Check.
14. **No Protest.** If any check which I deposit into or cash against my Checking Component is returned unpaid by the bank that it is drawn upon, I agree that I will not require the Bank to obtain a protest, which is an official certification that a check has been dishonored.
15. **Withdrawals (Checks).** My Checking Component may be debited on the day a Check that has been drawn on that Checking Component is presented to the Bank or at such earlier time as notification is received by the Bank by electronic or other means that a Check drawn on my Checking Component has been deposited or received for collection in another financial institution. A determination of my Checking Component balance for purposes of making a decision to dishonor a Check for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of return of the Check or and no more than one such determination need be made. If more than one Check drawn on my Checking Component is presented to the Bank for payment on a day when there are insufficient available funds in my Checking Component to pay all of the Checks, then the Bank will pay the Checks based upon the amount of the Check beginning with the Check in the smallest amount in order to minimize the number of Checks for which there are insufficient or uncollected funds. This policy will minimize the fees for such Checks and the number of Checks that could be returned unpaid.
16. **Bank's Right to Refuse Payment.** The Bank may refuse to pay Checks drawn upon, or refuse any other withdrawal request from, my Checking Component in cases such as, but not limited to, the following:
 - a. If the withdrawal would consist of funds that are not yet available for withdrawal.
 - b. If the Bank or SSG has been ordered by a court or other legal process, such as a levy, execution, or restraining notice, not to permit the withdrawal.
 - c. If the Bank or SSG is aware of any dispute relating to the Checking Component, unless a court has ordered the Bank to permit the withdrawal.
 - d. If the Bank or SSG has some suspicion of fraud or irregularity.
 - e. If I, or someone who the Bank, in its sole discretion, believes is authorized to act for me, directs the Bank not to make payment.
 - f. If the signature(s) on the Check or other withdrawal request does not compare favorably with the specimen signature(s) on the records of the Bank for the Checking Component.
 - g. If the Check or withdrawal request has not been presented with any or all of the required signatures.
 - h. If an equipment problem at the Bank prevents determining the available funds.
 - i. If any document (such as Checks or withdrawal request forms supplied by the Bank) or identification the Bank

or the law requires in connection with the withdrawal has not been presented to the Bank.

17. **Lost or Stolen Checks.** If any of the checks I use to withdraw funds from the Checking Component are lost or stolen, I agree to notify the Bank immediately.
18. **Purchasing Checks from Unauthorized Vendors.** If I purchase checks to use to withdraw funds from my Checking Component from a company other than a vendor authorized by the Bank, then unless the Bank has approved those checks in advance, the Bank may assess an additional charge for processing those checks and/or refuse to pay those checks because the Bank's, or its agent's, equipment may not be able to read or process them properly. I will be solely responsible for any costs and losses resulting from using checks, other than those purchased from authorized vendors, to withdraw from my Checking Component or the bank refusing to pay such checks.
19. **Check Notations.** Notations are any legends, instructions, restrictions or language such as, but not limited to, "not valid after 60 days" or "not valid over \$1,000". If I add Notations to any Checks that are used to withdraw from my Checking Component or have Notations printed on such Checks, I agree that such Notations are not intended to be conditions on the payment or negotiation of the Check. I agree that the Bank may disregard these Notations and agree that the Bank will not be responsible for any losses, claims, damages, or expenses that may result from doing so or from my placing these Notations or any other statements on any Checks that are used to withdraw from the Checking Component.
20. **Postdated Checks.** Postdating a Check does not guarantee that payment of the Check will be delayed until after the date of the Check. The Bank reserves the right to pay any Check at the time when it is presented for payment, regardless of the date I write on the Check. I agree that I shall have no claim against the Bank or SSG if the Bank pays a Check prior to the date of the Check. If the postdated Check is returned because there were insufficient or uncollected funds in my Checking Component, I will be charged the Bank's standard fee for a Check drawn on insufficient or uncollected funds.
21. **Checks with Stale Dates.** The bank has the right, but shall not be required, to pay a stale dated Check, which is a Check that has been presented for payment more than 6 months after the date of the Check. To make sure that the Bank will not pay a stale dated Check, I must place a Stop Payment Order on it.
22. **Substitute Checks.** To make Check processing faster, federal law permits banks to replace original Checks with "Substitute Checks." Substitute Checks are similar in size to original Checks with a slightly reduced image of the front and back of the original Check. The front of a Substitute Check states: "This is a legal copy of your check. You can use it the same way you would use the original check." A Substitute Check can be used as proof of payment just like the original Check. Some or all of the Checks that I receive back from the Bank may be Substitute Checks. The following describes rights I may have when I receive Substitute Checks from the Bank. These rights do not apply to original Checks, images or copies of Checks that do not meet the definition of a Substitute Check or to electronic debits to my Checking Component.

Substitute check rights: In certain cases, federal law provides a special procedure for account holders that allows me to request a refund for losses I suffer if a Substitute Check is posted to my account (for example, if I think that the Bank withdrew the wrong amount from my Checking Component or that the Bank withdrew money from my Checking Component more than once for the same Check). The losses I may attempt to recover under this procedure may include the amount that was withdrawn from my Checking Component and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of my refund under this procedure is limited to the amount of my loss or the amount of the Substitute Check, whichever is less. If my loss exceeds the amount of the Substitute Check, I may be able to recover additional amounts under other law. If I use this procedure, I may receive up to \$2,500 of my refund within 10 business days after the Bank received my claim and the remainder of my refund not later than 45 calendar days after the Bank received my claim. The Bank may reverse the refund if the Bank later is able to demonstrate that the Substitute Check was correctly posted to my Checking Component.

Claim for refund: If I believe that I have suffered a loss relating to a Substitute Check that I received and that was posted to my Checking Component, I will contact the Bank at 1-866-sigline, or I will write to Signature Bank, Compliance Department, 29 West 38th Street, 8th Floor, New York, NY 10018. I understand that I must contact the Bank within 40 calendar days of the date that the Bank mailed (or otherwise delivered by a means to which I agreed) the Substitute Check in question or the account statement showing that the Substitute Check was posted to my account, whichever is later. The Bank will extend this time period if I was not able to make a timely claim because of extraordinary circumstances.

My claim must include-

 - A description of why I have suffered a loss (for example, I think the amount withdrawn was incorrect);
 - An estimate of the amount of my loss;
 - An explanation of why the Substitute Check I received is insufficient to confirm that I suffered a loss; and
 - A copy of the Substitute Check or the following information to help the Bank identify the Substitute Check: the MMA account number, the check number, the name of the person to whom I wrote the check, the date of the check and the amount of the check.

23. **Stop Payment Order.** I may request that payment be stopped on any Check that I have written provided the Check has not been paid before the Bank has had a reasonable period of time to act on the stop payment request. I may make the request in person at a Financial Center by signing a stop payment order on the Bank's form or I may make the request by calling the Signature Line toll free at 1-866-sigline. I must provide my MMA account number, the number

and date of my Check, the name of the payee and the amount of the Check. If any of this information is not stated or is stated incorrectly, the Bank shall not be liable if it fails to honor the stop payment request or stops payment on the wrong Check. I understand that each stop payment order will automatically expire one year (365 days) from its original date unless I deliver to the Bank a signed request for its renewal before the expiration date and the bank has a reasonable period to act on the renewal before the stop payment has expired. The Bank may assess a service charge for each written or oral stop payment order I make or deliver to the Bank and for each request to renew such stop payment order. I understand that if the Check is presented after the stop payment expires, the Bank will pay it if it is not stale dated and may pay it even if it is stale dated.

24. **Notice of Errors, Forgeries, Alterations-Time Limits.** I must notify the Bank in writing within fourteen (14) calendar days from the delivery or mailing of any MMA account statement, of any claimed errors in such statement. Such errors include, but are not limited to, claims that my signature was forged; a Check was drawn without my authority, that a Check was altered in any way, or that the amount of a Check was raised. If I fail to give such notice, the MMA account statement shall be considered to be correct for all purposes and SSG and the Bank shall not be liable for any payments made and charged to the Checking Component. I will not bring or cause to be brought any legal proceeding or action against the Bank or SSG to seek to recover any payment of any Check upon which any signature or endorsement has been forged or was improper or which was drawn, made, accepted or endorsed without my authority or the authority of the endorser, or which was altered in any way or on which the amount was raised, or from which any endorsement was missing unless I shall have given the Bank the written notice provided above and I start or cause to be started such legal proceeding or action within one (1) year from the date such statement was delivered or mailed to me, or within one and one-half (1 1/2) years in the case of any unauthorized endorsement. I agree that the Bank shall be deemed to have acted in good faith and used ordinary care and shall not be liable to me for any forgery of my signature or any alteration if the forgery of my signature or any alteration if the forgery of my signature or the alteration is not readily apparent and recognizable to an ordinary bank teller.
25. **Bank's Right to Indemnification.** If the Bank believes in its sole discretion that any instruction from me regarding the Checking Component or a Check that the Bank agrees to accept might expose it to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, the Bank may require indemnification from me satisfactory to the Bank before following such instructions.
26. **Applicable Laws.** I agree that the Checking Component will be governed by the laws and regulations of the State of New York, including, but not limited to, the Uniform Commercial Code, except to the extent that federal laws and regulations apply. In addition, the rules and regulations of any clearinghouse of which the Bank is a member shall apply. If any part of this Agreement shall not be valid under any law or regulation, it shall not affect any other part.
27. **No Implied Waiver.** Bank's failure to enforce any of its rights under this Agreement shall not be deemed a waiver of (1) those rights not enforced; (2) any of its rights; (3) any specific default; (4) any default by me in the performance of any of my obligations under this Agreement; or (5) Bank's right to insist upon or to enforce performance by me of my obligations under this Agreement. None of Bank's rights under this Agreement can be affected or waived orally or by any prior act, acquiescence, practice, course of action, course of dealing or previous action or failure to act. No waiver shall be effective unless made in writing and signed by Bank's authorized officer having full knowledge of all facts, and **then only to the extent set forth in the writing.**
28. **Lawsuits.** I agree to commence any action or proceeding against Bank relating to the Checking Component regarding performance or non-performance, ONLY in a court of competent subject matter jurisdiction (State or Federal) located within the State of New York and the County of New York, which shall be the exclusive venue and forum for all litigations between you and the Bank regarding or in any way relating to Checking Component of the Agreement. In any action commenced by Bank against me to enforce or protect Banks' rights hereunder, I (1) waive any objection I may now or hereafter have to the venue of such proceeding, including that the venue or the court is inconvenient or improper; (2) agree that service of process may be effected upon me, and be deemed valid and sufficient, by mailing of a copy of the summons and complaint by first class mail to my address contained in Bank's records, whether or not, at the time of mailing, (i) such address is my current address; (ii) Bank knew or should have known of a current or better or other address for me; and (iii) whether or not such mailing actually is received by me. Service of process shall be deemed complete ten days after filing with the court of proof of such mailing, which may be made by affidavit, attesting to the mailing or depositing in an official depository under the care or custody of the U.S. Postal Service; and agree that nothing set forth herein shall affect Bank's right to effect service of process in any other manner authorized by law. In any such action, if Bank is the prevailing party, Bank shall be entitled to recover its attorneys fees, costs and expenses (including those allocated to the Bank's internal Legal Department) and expert's and consultant's fees (whether or not they testify) and expenses but if you are the prevailing party, **you waive, and shall not have, any such reciprocal right against Bank.** Any action commenced by Bank against you shall be timely if commenced within the applicable period of limitations provided by law. In any lawsuit or other legal proceeding in which I and the Bank are in different positions, I agree that I will not claim that the Bank waited too long to make its claim or state its position and I agree not to make any claim against the Bank in the same legal proceeding if my claim does not involve the original claim in that legal proceeding.
29. **Limitation Of Bank's Liability.** I agree that in any litigation in which I and Bank are adverse parties as to any claim allegedly arising or resulting from, or in any way related to, Bank's performance or non-performance of this Agreement my sole right to any relief shall be limited to breach of contract. I specifically waive any and all claims, however denominated, whether based on or arising from statute or tort and specifically waive the right to recover from Bank on

any claim of negligence, gross negligence, willful misconduct, failure to act in good faith and/or deal fairly with me, bad faith, breach of implied covenant or duty to act in good faith or deal fairly with me, breach of fiduciary duty, commercial unreasonableness, loss of business, loss of business opportunity or advantage. I further agree that, in no event, shall I claim or shall Bank be liable for special, punitive, indirect or consequential damages, whether economic or non-economic, loss of profits, loss of business or other financial loss, lost savings, lost benefits, even if Bank has acted in bad faith and even if Bank has been advised of the possibility of or could have foreseen such damages or the possibility of such damages, and your attorney's fees and expenses of litigation (including the fees and expenses of your experts, consultants or any other person, whether or not they testify), even if I would otherwise be entitled to recover such attorneys fees or litigation expenses under any applicable statute or rule, and any other legal cost, disbursement or other expense, however denominated.

30. **Limitation on Your Time to Sue.** I agree I **must** commence any legal action or proceeding against Bank with respect to the Checking Component within the one year of the date of the occurrence of the event that is the subject matter of the action or proceeding but in no event beyond the time period set forth in any law or agreement applicable to such event.
31. **Jury Trial Waiver; Other Waivers.** I AGREE THAT IN ANY LITIGATION RELATING TO THE CHECKING COMPONENT OF THE AGREEMENT OR ANY RELATED AGREEMENT, IN WHICH BANK AND I SHALL BE ADVERSE PARTIES, THE ACTION AS BETWEEN ME AND THE BANK SHALL BE TRIED BY THE COURT WITHOUT A JURY. **I SPECIFICALLY AGREE AND CONSENT THAT TRIAL BY JURY IS WAIVED AS TO EACH AND EVERY ISSUE WHICH MAY OR MIGHT BE TRIABLE AS OF RIGHT TO A JURY ACCORDING TO THE CONSTITUTION OR THE LAWS OF THE STATE OF NEW YORK.** In addition, I agree to waive the right to interpose against Bank any defense based upon lack of personal jurisdiction, inconvenience of forum, the statute of limitations, laches, waiver, estoppel, and any setoff, cross-claim or counterclaim, however denominated, whether related or unrelated to the Checking Component of the Agreement or to any related agreement.
32. **Burden of Proof and Duty to Mitigate.** In any litigation in which I and Bank are adverse parties, and I seek a recovery from Bank, I shall have and agree to bear the burden of proving my claim to relief and alleged actual and direct damages by clear and convincing proof and not merely a preponderance of proof. I agree to make all reasonable efforts, and will cooperate in good faith with Bank, to avoid or mitigate my alleged damages or loss.
33. **Presumption of Bank Acting With Reasonable Care.** I agree that Bank's performance in accordance with this Agreement or in accordance with Standard Banking Practice of banks relating to accounts and transactions covered by this Agreement shall be conclusively presumed and deemed to have been in compliance with Bank's duty to act with reasonable care, it being clearly understood that this Agreement sets forth the standards of and by which Bank's compliance with a duty of reasonable care shall be measured.
34. **Blocked or Restrained Accounts.** I agree that if my Checking Component is restrained or blocked by legal process, court order or government action, then the Bank may remove the funds being restrained from the Checking Component and place those funds in a control account for my benefit until the Checking Component or those funds are no longer restrained or blocked.

NOT OFFERED BY THE BANK: All transactions are processed by Signature Securities Group Corporation ("SSG"), not Signature Bank. The Financial Advisor, when discussing securities products and services, is representing SSG and not Signature Bank. Transactions executed in a brokerage account are executed and/or cleared through National Financial Services, LLC ("NFS"), a Fidelity Investments® company. NFS will provide confirmation, statement, and tax reporting information.

RISK/PRINCIPAL FLUCTUATION: No guarantees on the return of investments can be expected. Yield and total return figures are historical and reflect past performance only. Past performance is no guarantee of future results. Securities products offered through SSG are subject to investment risk including the possible loss of principal. The return and redemption value may vary depending upon market conditions. Because the value of these investments may fluctuate, the amount received upon redemption or liquidation may be more or less than the original investment amount.

FEES AND EXPENSES: Fees and expenses, including front-end sales charges, deferred sales charges and surrender charges, may be incurred. Fees and expenses are stated in the prospectus or within the SSG Fee Schedule. A reduced sales charge for mutual funds may be obtained through volume purchases or through agreements to purchase larger amounts over a set period of time as set forth in the prospectus. For more detailed information on mutual fund share classes, sales charges and expenses, please visit the FINRA website and utilize some of the investor tools which they provide. For your convenience we have listed some of the links below.

1) [*Mutual Fund Expense Analyzer*](#) delivers fee and expense information for virtually all of the more than 18,000 mutual funds and 160 Exchange Traded Funds (ETFs). Among other things, the analyzer will compare the expenses of up to three share classes of the same mutual fund simultaneously.

2) [*Mutual Fund Breakpoint Search Tool*](#) offers users a ground breaking way to research eligibility for breakpoint discounts. Investors and brokers can look up breakpoint schedules and linkage rules for mutual funds with front-end sales charges, most commonly A shares.

For additional information about the differences in mutual fund share classes, see the FINRA Investor Alerts [*Understanding Mutual Fund Classes*](#) and [*Class B Mutual Fund Shares: Do They Make the Grade?*](#) or free FINRA video webcast, [*Mutual Funds: Share Classes and Breakpoint Discounts*](#), provides an overview of Class A, B and C shares as well as discussing breakpoints. While most investments may be sold at any time, certain investments may not be appropriate for short-term needs. Additionally, such factors as the amount invested, the rate of return, the amount of time that money remains in the fund, and the funds conversion features affect overall cost.

SIPC PROTECTION: SSG brokerage accounts are protected by SIPC (Securities Investor Protection Corporation), which provides limited protection over an investor's securities if a brokerage firm fails. SIPC does not protect against declines in value as a result of changes in market conditions and is not the same as FDIC insurance afforded traditional bank products. To obtain additional SIPC information including the SIPC brochure please go to www.sipc.org or call (202) 371-8300.

TAX IMPLICATIONS: Investment activity may affect the amount of tax I owe. Please consult a tax advisor for information relating to investment activity.

U.S. GOVERNMENT SECURITIES: Although timely payment of principal and interest for U.S. Government securities is guaranteed by the U.S. Government, the market value of the securities may fluctuate prior to maturity.

GENERAL SECURITIES: SSG brokerage accounts are provided as a service to purchase and sell security products on a limited basis. These securities include stocks, bonds, options, and mutual funds.

BROKERED CDs: Brokered certificates of deposit (Brokered CDs) offered by SSG are issued by various financial institutions and are FDIC insured per issuing institution up to the maximum permitted by FDIC regulations. FDIC insurance does not extend to other investments, and SSG does not guarantee these Brokered CDs. A secondary market in Brokered CDs may be available, although there is no guarantee. A Brokered CD sold prior to maturity on the secondary market may be more or less than the original amount invested, depending on market conditions at that time. Because Brokered CDs are time deposits, early withdrawals are generally not allowed; however, early withdrawals with no interest penalty may be permitted in limited instances, such as death, adjudication of incompetence, or upon disability (retirement accounts only). A Brokered CD Disclosure Statement, which has been prepared by the issuer of the brokered CD, has been provided to the client which fully explains all aspects of these investments, including fees, sales charges, and call provisions (if applicable).

Securities Products:

- **Are not FDIC insured.**
- **Are not deposits or other obligations of any bank or guaranteed by any bank.**
- **Are subject to investment risks, including possible loss of principal amount invested.**

OPTIONS: Options carry relatively high levels of risk and are not suitable for all investors. Option trading through SSG brokerage accounts is subject to approval. I understand that I must complete an Options Agreement Form and read the Options Disclosure Statement, "Characteristics and Risks of Standardized Options", before I may apply for approval to trade options.

PROSPECTUS: A prospectus has been provided for mutual fund purchases, which fully explains all aspects of an investment, including fees and sales charges. The prospectus has not been prepared by SSG or any of its affiliates. The prospectus has been prepared by the issuer of the investment products.



FACTS	WHAT DOES SIGNATURE BANK AND SIGNATURE SECURITIES GROUP CORPORATION, TOGETHER KNOWN AS “SIGNATURE”, DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ■ Social Security number and credit history ■ account balances and account transactions ■ payment history and checking account information <p>When you are <i>no longer</i> our client, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share their client’s personal information to run their everyday business. In the section below, we list whether we share your personal information; the reasons why Signature chooses to share or not; and whether you can limit this sharing.

Reasons we can share your personal information	Does Signature share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	No	We don’t share
For joint marketing with other financial companies	No	We don’t share
For our affiliates’ everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes— information about your creditworthiness	No	We don’t share
For nonaffiliates to market to you	No	We don’t share

Questions?	Call 1-866-sigline or go to www.signatureny.com
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Who we are	
Who is providing this notice?	Signature Bank and Signature Securities Group Corporation
What we do	
How does Signature protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Signature collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ open an account ■ show your driver's license ■ deposit money ■ use your credit or debit card ■ tell us about your investment or retirement portfolio
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes — information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ Signature Bank's affiliate is Signature Securities Group Corporation, a wholly-owned broker-dealer subsidiary.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ Nonaffiliates we share with can include mortgage and investment clearing companies. Signature shares your personal information with nonaffiliates so that we can provide you with products and services. We do not allow these nonaffiliates to use that information to market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ■ Our joint marketing partner is a credit card company. We do not share your non-public personal information with our joint marketing partner.