



## I. General Description of Agreement

### A. WHAT THIS AGREEMENT COVERS

This agreement governs the use of Signature Bank's Internet Banking Services. This service permits Signature Bank Business Clients to perform a number of banking functions on accounts linked to the service through the use of a personal computer.

The purpose of this Agreement is to set forth the rights and obligations of the Client and Client's representatives with respect to the Internet Banking Services as well as the features, functionality, and appropriate uses of this service.

### B. ACCEPTING THE AGREEMENT

Each Client, Primary Administrator and Secondary User by accepting a User ID and/or using the Internet Banking Services agrees to the terms and conditions of this Agreement.

### C. RELATION TO OTHER AGREEMENTS

The use of Internet Banking will also be governed by the Bank's agreements relating to the Accounts. This Agreement includes all of the terms and conditions of those agreements to the same extent as if all of the provisions of each of those agreements were restated in this Agreement. You should review the terms and conditions of those Account agreements for any conditions or restrictions that may impact your use of Internet Banking, such as fees, availability of deposits and limitations on the number of transactions that can be made. Should there be a conflict between any provision of this Agreement and these other agreements, then this Agreement will control but only to the extent necessary to resolve that conflict.

### D. LIMITATION OF SERVICE

The Bank has the right to suspend, revoke, refuse access to, or terminate the Internet Banking Services at any time, without cause. If the Bank does, the Bank will post a notice on the Website or if it involves just you, the Bank's Private Client Group handling your Account will notify you of such suspension, refusal of access or termination. You understand that should the Bank suspend, revoke or terminate the Internet Banking Services, then any previously scheduled transactions will not be made. In addition, you will be unable to use the Internet Banking Service if you do not enter the correct User ID and Password. There is a limit on the number of failed logon attempts and your access to the Internet Banking Service will be suspended if you exceed these limits.

### E. DEFINITIONS

**Accounts:** Any accounts or credit lines the Client has at the Bank or at SSG that Client has designated for access under the Internet Banking Services.

**ACH:** Automated Clearing House

**ACH Operator:** The central clearing facility that transmits entries and performs settlement functions between the financial institutions involved.

**ACH Services:** The use of the Internet Banking Services to process an ACH transaction.

**ACH Transactions:** The electronic transfer of funds from/to an Account pursuant to the Bank's Standard ACH Agreement.

**Available Balance:** With respect to (i) a Deposit Account, the amount made available for withdrawal under the Bank's Funds Availability Schedule, (ii) a Monogram Money Market Funds Program account, the amount made available for withdrawal under the Bank's Funds Availability Schedule and (iii) the Monogram Managed Account, the combined balance of the value of any cash deposit that has not yet been used to purchase money market shares, core market fund shares, and the amount available under any margin account.

**Bank, We, Us, and Our:** Signature Bank.



**Bill Payment:** An Account that has been designated to be used for Bill Payments.

**Bill Payment Account:**The Account that is a checking account and has been designated as the Account used for Bill Payments.

**Bill Payment Date:** The date that you select to make a Bill Payment, which date must be at least 5 Business Days prior to the date the payment needs to be received by the payee.

**Bill Payment Services:** The use of the Internet Banking Services to pay a bill or make any other payment to a payee from a Bill Payment Account.

**Business:** A corporation, limited liability company, partnership, limited partnership, limited liability partnership, sole proprietorship, government entity, unincorporated association, trust, estate or any other business entity.

**Business Deposit Account:** A Deposit Account opened by a Client that is a Business.

**Business Credit Line:** A Credit Line established by a Client that is a Business.

**Business Day:** Any day other than a Saturday, Sunday, or Bank holiday.

**Client:** Each Business that applies for or uses the Internet Banking Services.

**Company ID:** A system generated number used to identify the Client's Internet Banking profile.

**Credit Line:** An Account that is a credit line that a Client has at the Bank.

**Deposit Account:** An FDIC insured Account maintained at the Bank.

**Internet Banking:** The use by a Client, Primary Administrator or Secondary User of the Internet Banking Services.

**Internet Banking Services:** The services offered by the Bank and described under this Agreement.

**Linked Accounts:** Accounts owned or maintained by Client under different names that the Bank has permitted to be linked together for Internet Banking Services.

**Monogram Money Market Funds Program Account:** A non FDIC insured Account that is a special deposit, or safekeeping, account that Client has established at the Bank to hold shares of those money market mutual funds that are available through the Bank's Monogram Money Market Funds Program.

**Monogram Managed Account:** An Account that is a non FDIC insured investment account held at SSG.

**Passcode:** The number generated by a Secure Token.

**Password:** The confidential password, phrase, code, or number, or any other identification issued to the Client, a Primary Administrator or a Secondary User by the Bank or adopted by the Client, Primary Administrator or Secondary User that is used to access Internet Banking.

**Payee:** A person residing or a Business located in the United States.

**Primary Administrator:** The Primary Administrator is the individual who has been given signing authority by Client and who has been designated by Client during enrollment to control access rights to the Internet Banking.

**Secondary Users:** The Secondary User is an individual authorized by the Primary Administrator or the Client when the Client has not designated a Primary Administrator to access the Internet Banking Services.

**Secure Token:** A device provided by the Bank that generates a unique, one-time Passcode, that changes periodically, and is used along with the User ID and Password for ACH Services and Wire Services.

**SSG:** Signature Securities Group Corporation, which is a subsidiary of the Bank, a broker dealer, member of FINRA/SPIC and offers to Clients non FDIC insured non deposit investments such as securities, mutual funds, unit investment trusts, annuities and insurance.

**User ID:** A set of characters provided by the Bank to identify a Client, Primary Administrator or Secondary User as a user of the Internet Banking Services.

**Website:** The Signature Bank Internet Banking website and the web pages accessible through [www.signatureny.com](http://www.signatureny.com).

**You and Your:** Each Client who requests or uses Internet Banking.

**Wire:** The electronic transfer of funds from an Account pursuant to the Bank's Funds Transfer Agreement.

**Wire Transfer Services:** The use of Internet Banking to Wire funds from an Account.

## II. Internet Banking Services

### A. GETTING STARTED

To use Internet Banking you must have:

- A web browser and Internet access.
- Company ID, User ID and Password.
- An Account.

- A Bill Payment Account to use the optional Bill Payment Service.
- A Secure Token to use with the optional Wire Services &/or ACH Services.

## **B. USING INTERNET BANKING**

You may use Internet Banking to:

1. Obtain the Available Balance and account activity information of your Accounts.
2. Review Account transaction information for the last six months.
3. Transfer funds between your Accounts.
4. View the front and back images of cleared checks drawn on an Account for the last six months.
5. Perform self service Account maintenance such as stopping payment on checks and changing your Password.
6. Utilize Bill Payment Services to schedule payments.
7. Use Wire Services to send USD wires.
8. Use ACH Services to process ACH transactions.
9. Access Account statements for the past 18 months through optional eStatement service.
10. Download Account transaction information to accounting software such as Quicken, QuickBooks, or Microsoft Money. If you are using Personal Financial Management (PFM) software or any other indirect service to access, track, download, or pay bills, the features listed above may not be available or your software may not work in conjunction with the Internet Banking Services. To access all of the Internet Banking Services features and services, sign in directly through our website at [www.signatureny.com](http://www.signatureny.com).

Internet Banking Services are generally accessible twenty-four (24) hours a day, seven (7) days a week, except when Internet Banking Services may be unavailable for system maintenance or upgrade. We may modify, suspend, or terminate access to Internet Banking Services at any time and for any reason without advance notice or refund of fees you may have paid.

### **PERSONS DESIGNATED TO USE INTERNET BANKING SERVICES:**

When enrolling for Internet Banking Services the Client may designate a single Primary Administrator, who must be a person that the Client has authorized to have complete authority over and to make all decisions with respect to the Client's Accounts.

The Primary Administrator will have full access to the Internet Banking Services with respect to the Business Client's Accounts and will be able to set up one or more Secondary Users to have access to all or any part of the Internet Banking Services.

The Primary Administrator will have full access to the Internet Banking and can set up one or more Secondary Users and authorize each Secondary User to have access to all or any part of the Internet Banking that the Primary Administrator can access. If the Client has not designated a Primary Administrator, then the Bank will set up one or more Secondary Users upon the written direction of an authorized signer of Client.

The Primary Administrator and each Secondary User will have separate User IDs and Passwords. If the Client has authorized the use of Wire Services or ACH Services to the Secondary User, each Secondary User will be issued a separate and unique Secure Token for their sole use and must be used with their User ID and Password for Wire Services and ACH Services. Client acknowledges that when the Primary Administrator authorizes access to a Secondary User, the Secondary User will not only be allowed to view Accounts through Internet Banking, but can be authorized to make Internet Bank transfers and payments, as granted by the Primary Administrator, between or from linked Accounts assigned by the Primary Administrator. Client also acknowledges that the Secondary User will, at a minimum, be able to view Account balances, transactions, check images, online statements, and online notices for any Account for which access has been granted.

It is the responsibility of the Client to immediately notify the Bank of any changes in the authority of a Primary Administrator or Secondary User. The Primary Administrator can change the authority of a Secondary User by accessing Internet Banking Services on the Website, select the applicable link to manage access to Client's Accounts on the User Administration page, and follow the directions to delete or change the authority of a Secondary User. If the Client seeks to remove the Primary Administrator or a Secondary User, then the Client must contact Signature Bank Client Services by calling 1-866-SIGLINE (744-5463). Once the Bank receives such notice and has had a reasonable opportunity to act on such request, the Bank will no longer honor the transactions and instructions of the Primary Administrator or Secondary User whose authority has been terminated.

The Client agrees that it is solely responsible for the transactions made and instructions given by the Primary Administrator and any Secondary User and the Bank may rely and act on those transactions and instructions without liability to the Bank.

### **ACCESS FOR LINKED ACCOUNTS**

If a Client has Linked Accounts, then the Primary Administrator and Secondary Users can each be assigned a variety of access levels for each of the Linked Accounts, provided the Client permits such access to its Accounts by that Primary Administrator or Secondary User.

The services listed below can be combined to produce the unique access level(s) the Client desires:

- View Account balance & transaction history information
- Request Stop Payments
- View eStatements
- Utilize Bill Payment Services to schedule payments
- Use Wire Services to send USD wires to beneficiaries at both Foreign & Domestic Financial Institutions.
- Use ACH Services to process ACH Transactions
- Perform transfers between linked accounts

To change Client's Linked Account access levels, please call Client Services at 1-866-SIGLINE (744-5463).

The Client is responsible for ensuring that each Primary Administrator and Secondary User maintains the confidentiality of his or her User ID, Password, Secure Token and other login identification.

### **RESPONSIBILITY OF PRIMARY ADMINISTRATORS AND SECONDARY USERS**

Each Primary Administrator and Secondary User given access to an Account agrees that he or she will access and use the Account only in accordance with the authority given to them by the Client. Each time a Primary Administrator or Secondary User accesses, views, or conducts a transaction on an Account, he or she represents and warrants to the Bank that such action is authorized by the Client. If the Bank receives conflicting instructions, or believes that an Account's security or the Bank's security may be at risk as a result of an action or failure to act of a Primary Administrator or Secondary User, the Bank may at its sole discretion terminate that person as a Primary Administrator or Secondary User, or not permit that person from being appointed as a Primary Administrator or Secondary User, without prior notice to that person or the Client.

The authority of a Primary Administrator or Secondary User will terminate when the Bank is notified by Client with respect to a Primary Administrator or by the Client or Primary Administrator with respect to a Secondary User that the authority of such Primary Administrator or Secondary User had been cancelled or terminated or at the Bank's sole discretion if the Bank determines that the Client, Primary Administrator or Secondary User has violated or failed to comply with any provision of this Agreement.

### **C. USING THE PASSWORD**

The Internet Banking Services cannot be used by you, a Primary Administrator or a Secondary User until you receive your Company ID, and you, the Primary Administrator or the Secondary User receives a User ID, and Temporary Password from the Bank. The Password acts as the identifier of the Client, Primary Administrator or Secondary User. The Client, the Primary Administrator and Secondary User can change their applicable Password at any time. You agree to: (1) keep the Password secure and strictly confidential, and not to provide it to anyone else (2) instruct the Primary Administrator and each Secondary User that he or she is must keep their Password secure and confidential and not to disclose it to anyone else; (3) immediately notify the Bank and change your Password if you believe your Password may be lost or stolen or have become known to an unauthorized person and (4) instruct the Primary Administrator and any Secondary User to immediately notify the Bank and change their Password if they believe their Password may be lost or stolen or have become known to an unauthorized person. **Signature Bank will have no liability to you for any unauthorized payment or transfer made or information obtained through the use of the Client's, Primary Administrator's or a Secondary User's Password that occurs before you, the Primary Administrator or Secondary User has notified the Bank of it being lost or stolen or its possible unauthorized use and the Bank has had a reasonable opportunity to act on that notice and Client will be responsible for any money transferred from and/or any information obtained about an Account through**

**such use.** The Bank may suspend or cancel the Password even without receiving such notice from you, the Primary Administrator or a Secondary User, if the Bank suspects the Password has been lost or stolen or is being used in an unauthorized or fraudulent manner.

#### **D. USING THE SECURE TOKEN**

Each Client or Secondary User granted permission to use the Wire Services and/or ACH Services will be issued a Secure Token. The Secure Token generates a unique Passcode that is used along with the User ID and Password when using Wire Services and ACH Services. The Client and Secondary User agree to: (1) keep the Secure Token secure and strictly confidential, and not to provide it to anyone else; and (2) immediately notify the Bank if the Secure Token is lost or misplaced.

#### **E. ACKNOWLEDGEMENT OF COMMERCIALY REASONABLE SECURITY PROCEDURES**

By using the Internet Banking Services to access the Wire Transfer Services or the ACH Services, you agree that the security procedure described in Section II of this Agreement and in the Bank's Funds Transfer Agreement with respect to Wires and the Bank's Standard ACH Agreement with respect to ACH Transactions are commercially reasonable for the size, type, and frequency of the Wires or ACH Transactions that you expect to initiate. You agree to be bound by instructions, whether authorized or unauthorized, which the Bank processes in compliance with these procedures, unless you have given the Bank prior notice of possible unauthorized use as described herein (and the Bank has had a reasonable opportunity to act on such notice).

#### **F. LIMITATIONS ON FREQUENCY OF TRANSFERS AND DOLLAR AMOUNTS**

There is no limit on how often Internet Banking Services can be used. No Internet Banking transfer or payment made from an Account may exceed your Available Balance in that Account or the available credit if that Account is a Credit Line on the day the Internet Banking transfer or payment is to be made. Any Primary Administrator or Secondary User may not exceed their Per Transaction Limit as indicated by the Client on the Signature Internet Banking Application & Client Permissions form. If one or more Internet Banking transfers or payments are made from a Deposit Account that is an Insured Money Market Account, then those transfers and payments are added to your other automatic, pre authorized, check or telephone transfers made from that Account and limited to six for each Account statement cycle period in accordance with the Account agreement. If you exceed this limitation, then the Bank may be required to close your Account and transfer the balance to a checking account.

#### **G. STOP PAYMENTS**

You may use the Internet Banking Services to place stop payments on any paper checks you have written on an Account that have not cleared. Such stop payments are subject to the terms of the Account agreement and fees set forth in the Business Account Fee Schedule applicable to the Account. Before placing a stop payment, you must verify that the check(s) has (have) not cleared your Account. If you want to stop the payment of a Bill Payment see Section I. **YOUR RIGHT TO CANCEL A BILL PAYMENT.**

#### **H. BILL PAYMENT SERVICES**

You may use the Bill Payment Service to direct Signature Bank to make payments from your Bill Payment Account to the Payees you choose in accordance with this Agreement. To use Bill Payment you must have the following:

- Access to Internet Banking
- A Bill Payment Account
- At least one Payee listed on your Payee list
- An active email account that you regularly use

#### **HOW TO SET UP BILL PAYMENTS**

When you sign onto the Bill Payment Services you will establish a list of Payees by selecting the Add button on the Set up Accounts and Payee screen. You may add a new fixed payment for any Payee but only if that Payee is on your authorized list of Payees. If the Payee is not set up at its bank to receive electronic payments, then the Bill Payment Service will generate a paper check on your behalf for that payment and mail that paper check to the Payee. The paper check will carry your account number and will clear directly through your Account. A unique check number for each paper check will appear on your statement for easy recognition. Signature Bank reserves the right to refuse the designation of a Payee for any reason.

Signature Bank is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided

by you regarding a Payee or if you attempt to pay a Payee that is not on your Payee list.

### **THE BILL PAYMENT PROCESS**

The Bank will process Bill Payments on the Business Day you designate for the Payment Bill, provided the Bill Payment request is received prior to the cut off time set by the Bank, which is currently 4:00pm Eastern Time. Bill Payment requests received on a Business Day after a cut off time, or on a day that is not a Business Day will be processed on the next Business Day. The Bank reserves its right to change the cut off time by giving you notice of such changes. Such notice will be sent as a Secure Message within the Internet Banking and Bill Payment Service.

You must select a Payment Date that is at least five (5) Business Days before the actual Due Date required by the Payee to allow time for the Bill Payment to reach and be processed by the Payee. If the Payment Date falls on a day that is not a Business Day you must select the preceding Business Day as the Payment Date. Due to circumstances beyond the Bank's control, some Payees take longer to post payments than others. The Bank suggests sending your first payment to a particular Payee eight (8) Business Days in advance of its due date. After that Payee has posted your payment you will have a better understanding of how much time to allow for future Bill Payments to that Payee.

FOR RECURRING BILL PAYMENT REQUESTS, IF YOU SELECT THE 29TH, 30TH OR 31ST AS YOUR PAYMENT DATE AND THAT DATE DOES NOT EXIST IN A GIVEN MONTH (FEBRUARY) THEN YOUR PAYMENT WILL BE MADE ON THE NEXT BUSINESS DAY.

The Bank will reimburse you for any late payment related charges by a Payee up to \$50.00 should a Bill Payment post after its Due Date, as long as the Bill Payment date was scheduled in accordance with the above.

When you schedule a Bill Payment, you authorize the Bank to debit your Bill Payment Account and remit funds on your behalf. You certify that your Payment Account is the Account to make Bill Payments and any Bill Payment is to be debited from this account.

The Bank will incur no liability and its reimbursement obligation with respect to Payee late charges shall be void if the Bank is unable to complete any payments initiated because of any of the following:

1. In scheduling the Bill Payment you have not provided the correct Bill Payment Account information, or the correct Payee name, address, phone number, or account information; and/or
2. Circumstances beyond the control of the Bank (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper processing of the Bill Payment and the Bank has taken reasonable precautions to avoid those circumstances;
3. The Bank's Bill Payment processing center is not working properly and you know or have been advised by the Bank about the malfunction before you execute the transaction;

You agree to have available and collected funds on deposit in the Bill Payment Account in amounts sufficient to pay for all Bill Payments requested, as well as, any checks and other payment obligations you have with respect to the Bill Payment Account. The Bank reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Bill Payment Account to pay a Bill Payment and the Bank has not exercised its right to reverse or reject the Bill Payment, you agree to pay the Bank the amount of such Bill Payment on demand. You further agree the Bank, at its option, may charge any of your accounts with the Bank or SSG to cover the amount of such Bill Payment.

The Bank reserves the right with respect to each Bill Payment to select the method in which to remit funds on your behalf to pay that Bill Payment to the Payee.

Any Bill Payment can be changed or canceled, provided you access the Bill Payment Service prior to the cut off time on the Business Day prior to the Business Day of the Bill Payment Date.

## **RETURNED PAYMENTS**

In using the Bill Payment Services, you understand that the Payee's bank or bank to which such Bill Payment was sent and/or the United States Postal Service may return the Bill Payment for various reasons, such as, but not limited to, the Payee's account number is not valid; the Payee's bank is unable to locate Payee's account; or the Payee advised that your account with Payee is paid in full. The Bank will use its best efforts to research and correct the returned Bill Payment, or void the returned Bill Payment and credit your Bill Payment Account for the amount of that returned Bill Payment. You also authorize the Bank to credit your Bill Payment Account for the amount of any returned Bill Payments that are voided.

## **I. YOUR RIGHT TO CANCEL A BILL PAYMENT**

You can cancel or stop a single Bill Payment at any time before the Bill Payment Date for that Bill Payment through the use of the Internet Banking Services. If the Bill Payment is a recurring payment set up on the Bill Payment Services, then you can cancel that Bill Payment (i) through the use of the Internet Banking Services provided that the request is received before the Bill Payment Date (as described above) of the next recurring Bill Payment; (ii) by calling Signature Bank Client Services at 1-866 SIGLINE (744 5463); or (iii) by writing to:

SIGNATURE BANK, INTERNET BANKING CLIENT SUPPORT  
1177 AVENUE OF THE AMERICAS  
NEW YORK, NY 10036

Phone and written cancellation requests must be received at least three (3) Business Days prior to the Bill Payment Date. Recurring Bill Payment requests will also require that you to put your request in writing and get it to us within 14 calendar days after you made the request. Once a recurring Bill Payment is cancelled, you must reschedule it if you want that Bill Payment to continue in the future.

## **J. ACH SERVICES**

To use ACH Services you must complete an application for ACH Services and sign the Bank's Standard ACH Agreement and all other documentation required by the Bank for this service. To release an ACH Transaction requires the use of a User ID, Password and Secure Token Passcode. ACH Transactions are governed by the Standard ACH Agreement. In the event of any conflict between the ACH Agreement and this Agreement, the Standard ACH Agreement will prevail but only to the extent necessary to resolve such conflict. Use of the ACH Services requires you to understand and comply with the Standard ACH Agreement, and you agree to do so with respect to all ACH Transactions.

## **DAILY LIMITS AND THRESHOLDS**

As provided in the Standard ACH Agreement the maximum aggregate amount of ACH entries you may initiate on a daily basis is determined by the credit line established by the Bank. Secondary Users may have lower limits established by the Client through the Signature Internet Banking Application & Client Permissions form. The Bank may establish and change at any time in the Bank's sole discretion, daily limits on the dollar amount of ACH entries you may initiate, and the Bank will have no liability to you or any other person if the Bank rejects or suspends processing any ACH entries that would exceed such limits.

## **K. WIRE SERVICES**

To use Wires Services to initiate Wires from your Account you must apply for and enroll in Wire Services. To release a Wire using the Wire Service requires the use of a User ID, Password and Secure Token Passcode. All Wires will be subject to the Bank's Funds Transfer Agreement located in the Signature Bank Agreements and Disclosure booklet, which you agree to when applying for Wire Services. In the event of any conflict between the Funds Transfer Agreement and this Agreement, the Funds Transfer Agreement will prevail but only to the extent necessary to resolve such conflict. Use of the Wire Services requires you to understand and comply with the Funds Transfer Agreement, and you agree to do so with respect to all Wires.

## **PROCESSING SCHEDULE FOR WIRES MADE USING WIRE SERVICES**

Wires initiated using the Wire Services are executed real-time throughout the Business Day, assuming the Wire has not been rejected by the Bank or returned/suspended by us due to insufficient, inaccurate or inappropriate wiring instructions in accordance with the Funds Transfer Agreement. You acknowledge our right under the Funds Transfer Agreement to reverse,

adjust, stop payment or delay any transfer order subject to the rules, regulations, laws and operating circulars of any transfer system. As provided in the Funds Transfer Agreement final cut-off for same day Wires via the Wire Services is 3PM ET on a Business Day. Wires will be processed only on Business Days, subject to system availability and in accordance with the cutoff times specified in the Funds Transfer Agreement.

Although you may submit Wires by using the Wire Services 24-hours a day, seven (7) days a week, subject to system availability, Wires will be processed only on Business Days, subject to system availability and in accordance with the cutoff times specified in the Funds Transfer Agreement.

#### **DAILY LIMITS AND THRESHOLDS**

Wires made through Wire Services are subject to the Per Transaction Limit selected by the Client and indicated on the Signature Internet Banking Application & Client Permissions form. The Client may also impose Wire Services limits on Secondary Users on the same application. The Bank may establish and change at any time in the Bank's sole discretion, the Per Transaction Limits on Wires initiated by Client or Secondary User through Wire Services, and the Bank will have no liability to Client or any other person if the Bank rejects or suspends the processing of any Wire made through Wire Services that would exceed such limits.

#### **REPRESENTATIONS AND WARRANTIES**

Each time the Client or Secondary User submits a Wire using Wire Services, the Client represents and warrants that such Wire complies with the client's obligations under, and is subject to, this Agreement, the Funds Transfer Agreement and all other Applicable Law.

#### **L. YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS AND PAYMENTS**

For each single and future dated Internet Banking transfer and payment you request, you will be provided a reference number as your confirmation. Also, you will receive a statement for each Account either electronically or in the mail. This statement will reflect all of your transactions, including your Internet Banking transfers and payments relating to that Account.

#### **M. ERRORS OR QUESTIONS ABOUT INTERNET BANKING SERVICES TRANSACTIONS**

In case of errors or questions about your Internet Banking transactions;

TELEPHONE THE BANK AT: 1-866 SIGLINE (744 5463)  
Monday through Friday, 8:00 AM to 8:00 PM EASTERN TIME  
Saturday and Sunday, 9:00 AM to 5:00 PM EASTERN TIME

OR WRITE TO THE BANK AT: SIGNATURE BANK, INTERNET BANKING CLIENT SUPPORT  
1177 AVENUE OF THE AMERICAS NEW YORK, NY 10036

as soon as you think your statement or Account information is wrong or if you need more information about an Internet Banking transaction or payment listed on the statement. We must hear from you in writing no later than 14 calendar days after we sent the FIRST statement on which the problem or error appeared even if you telephoned us about the error or question.

Please provide the Account Title, Account Number the dollar amount of the suspected error and a detailed description of the suspected error or transaction you are unsure about.

We will investigate your question or complaint and tell you the results of our investigation once it has been completed.

#### **N. BANK'S LIABILITY**

The Bank shall be responsible only for performing the services expressly provided for in this Agreement, shall be liable only for its gross negligence or willful misconduct in performing those services, and shall not be liable to any third party or for any act of omission of the Client, Primary Administrator, Secondary User or any third party (including, but not limited to, the amount, accuracy or timeliness of, or due authorization for, an Internet Banking transaction or payment). In no event shall the Bank be liable for special, punitive, indirect or consequential damages (including, but not limited to, such damage from subsequent



wrongful dishonor), nor shall any action or inaction on the part of the Bank constitute a waiver by it of any cause of action or defense to recovery under any applicable law of mistake or restitution. The maximum period for which the Bank shall be liable for interest (where the Bank is liable for such interest) on any amount to be refunded or paid to you is thirty days and such interest shall be calculated as provided in this Section.

If we do not complete an Internet Banking transfer or payment transaction on time or in the correct amount according to this Agreement, we will not be liable for any losses or damages unless you can show that such failure was due to our gross negligence and in such event we will be liable only for your actual and proven losses or damages caused by such failure, provided that the Bank is notified of any such failure in a manner consistent with the Bank's Funds Transfer Agreement or Standard ACH Agreement, and not for any indirect, special or consequential damages, unless required by applicable law.

Without limiting the generality of the foregoing provisions, the Bank shall be excused from failing to act or any delay in acting in the following instances:

1. If you do not have a sufficient Available Balance in your Account or available credit in your Credit Line, to make a transfer or payment.
2. If your computer or the Secure Token malfunctions.
3. If the web browser or the processing center of the Bank or its agent that is used for Internet Banking transfers or payments is not working properly and you knew or were advised by the Bank or its agent about this when you made the Internet Banking transaction.
4. If circumstances beyond our control (such as fire, flood, weather, power failure, computer or equipment failure, interruption of transmission or communications, delay in the U.S. mail, war, terrorist activity, emergency or interference from an outside force) prevent the Internet Banking transfer or payment transaction from being properly made or completed.
5. If the Client's, Primary Administrator's or Secondary User's User ID, Password or Secure Token has been reported lost or stolen or we have reason to believe that the Internet Banking transfer or payment transaction is unauthorized.
6. If the transaction would result in the Bank's having exceeded any limitation upon its intra day net funds position established pursuant to present or future Federal Reserve guidelines, would violate any applicable provision of any risk control program or applicable policies, procedures, or practices, would violate any applicable federal or state law, rule or regulation or federal or state court or administrative order or process or the Bank is otherwise legally constrained from doing so.
7. If we have reasonable cause not to honor for our or your protection.
8. If the Client's, Primary Administrator's or Secondary User's Internet Banking privileges have been suspended.
9. If the funds in your Account are subject to legal process or other encumbrance restricting the transfer or payment.
10. If the Bill Payment Date is not at least five (5) Business Days prior to the due date of such payment.
11. If the payee has a mailing address outside the United States.
12. To any third party or for any act of omission of Client, Primary Administrator and Secondary User (including, but not limited to, the amount, accuracy or timeliness or due authorization) or of any third party.
13. Any other reason stated in the Account and Credit Line agreements between you and either the Bank or SSG.

Subject to the foregoing limitations, the Bank's liability for loss of interest (where the Bank is liable for such interest) shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At the Bank's option, payment of such interest may be made by crediting an Account or Line of Credit.

**O. YOUR LIABILITY FOR UNAUTHORIZED INTERNET BANKING TRANSFERS AND ADVISABILITY OF PROMPT REPORTING:**

**LOST OR STOLEN PASSWORD, SECURE TOKEN OR UNAUTHORIZED TRANSFER OR PAYMENTS:** If you believe the Client's, Primary Administrator's or Secondary User's Password or Secure Token has been lost or stolen or you believe that someone has transferred money from your Account using Internet Banking without your permission, then change the Password immediately and if you are unable to do so, or if your Secure Token has been lost, then call the Bank immediately at 1-866 SIGLINE (744 5463) MONDAY THROUGH FRIDAY, 8:00 A.M. TO 8:00 P.M. EASTERN TIME and SATURDAY & SUNDAY 9:00 AM TO 5:00 PM EASTERN TIME. You can also write the Bank at: Signature Bank, Internet Banking Client Support, 1177 Avenue of the

Americas, New York, NY 10036. You are responsible for all Internet Banking transactions and Bill Payments that occur through use of the Password and Secure Token of Client, Primary Administrator or a Secondary User, even if that Password or Secure Token was lost or stolen and you could lose all of the money in your Account plus the maximum available credit on your Credit Line. Changing your Password or calling the Bank to block the use of your Password is the only way to keep your possible losses down.

**STATEMENT ERROR:** Also, if your Account statement shows Internet Banking transfers or payments that you did not make, including those made through use of your Password or other means, call us at the above number at once. We will attempt to recover the amount transferred or paid. The sooner you notify us of such unauthorized transactions, the more likely it is that we will be able to recover such amount.

**INDEMNIFICATION:** You agree to indemnify and hold the Bank and SSG harmless from and against any loss, claims, actions, damages, liability and expenses (including, but not limited to, attorney's fees) resulting from or arising out of any claim of any person or entity that the Bank or SSG is responsible for, as a result of or in connection with, any of your acts or omissions.

### III. Other Terms and Conditions

#### A. CHANGES TO AGREEMENT

The Bank may change this Agreement at any time by electronically sending to you an e mail notice, mailing to you a notice or posting a notice of such change in the Bank's Financial Center where you maintain your Account. Your continued ability to use Internet Banking Services or your failure to terminate or cancel Internet Banking Services with respect to your Accounts after the effective date of the change will constitute your acceptance of, and agreement to the change.

#### B. TERMINATION

The Bank may terminate the Internet Banking Services or this Agreement at any time by electronically sending to you an email notice, mailing to you a notice or posting a notice of such change in the Bank's Financial Center where you maintain your Account.

#### C. CONFIDENTIALITY

The Bank will not disclose to third parties information about your Accounts or Internet Banking transactions to anyone without your written permission, except: For completing Internet Banking and Bill Payment transactions.

1. For completing Internet Banking transactions.
2. To confirm the status of your Internet Banking transaction or Account for a legitimate third party (such as a credit bureau).
3. To comply with a government agency or court order.
4. To investigate an error.

#### D. OWNERSHIP OF WEBSITE.

The content, information and offers on the Website are copyrighted by or used by license by Signature Bank and the unauthorized use, reproduction, linking or distribution of any portion is strictly prohibited. We grant to you, for your business purposes only, a nonexclusive, limited and revocable right to access and use Internet Banking Services. You agree not to use Internet Banking Services for any other purpose, including commercial purposes such as co branding, linking or reselling, without our prior written consent.

Our Website is located in the United States, may be owned, hosted or controlled by us, our affiliates or a third party selected by us. We make no representation or warranty that the Website or Internet Banking Services are available or appropriate for use in countries other than the United States. You are responsible for complying with all laws (including foreign and domestic laws and regulations requiring governmental consent) applicable to where you use Internet Banking Services or view the Website.

#### E. WEBSITE LINKS

The Website may contain links to other third party websites. When linking to those third party sites you are subject to the terms, including the privacy policy, posted by those third party sites. We are not responsible for, nor do we control, the content, products, or services provided by linked websites. We do not endorse or guarantee the products, information, services or recommendations

provided by linked sites and are not liable for any failure of products or services advertised on those websites. In addition, each third party website may provide less security than we do and have a privacy policy different than ours. You should review such third party website's security and privacy policy to understand your rights. Your access, use and reliance upon such content, products or services are at your own risk.

**F. WAIVER**

The Bank shall not be deemed to have lost any of its rights under this Agreement because they have not been enforced or exercised. None of the Bank's rights under this Agreement can be affected or waived orally or by any 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 an authorized officer of the Bank who has full knowledge of all facts and then only to the extent set forth in such writing.

**G. INVALIDITY OF ANY PROVISION**

If any provision stated in this Agreement or any applicable Account or agreement is held to be unenforceable, the remaining provisions shall remain in effect.

**H. APPLICABLE LAW**

This Agreement shall be governed by the laws of New York State and by applicable federal law.