SIGNATURE BANK®

Business Bank Account

Agreements and Disclosures

Effective Date: September 6, 2016

700502-0916

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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.

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WELCOME

Thank you for opening an account at Signature. This booklet contains important information about your bank deposit accounts and your non-deposit accounts at Signature Bank. Please read it carefully, and retain it for future reference. By opening an account at Signature Bank, 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.

All Clients of the Bank who open or renew a Business Bank Deposit Account at the Bank agree to the following:

GLOSSARY OF TERMS

Account: An account that is either an FDIC insured Bank Deposit Account offered by the Bank or a non-FDIC insured Non-deposit Investment Account also offered by the Bank.
ACH: Automated Clearing House
Agreement: Business Bank Deposit Account Terms and Conditions.
ATM: Automated Teller Machine.
Available Balance: Funds in your Bank Deposit Account other than a Certificate of Deposit ("CD") that you may withdraw. Funds deposited to your Bank Deposit Account other than a CD become available for withdrawal in accordance with the Bank's Funds Availability Disclosure found on page 32 of this Business Account Agreements and Disclosures booklet.
Average Available Monthly Balance: The amount determined by adding together the Available Balances on deposit in your Bank Deposit Account at the end of each day in the Statement Cycle Period and dividing the sum by the number of days in the Statement Cycle Period.
Bank: Signature Bank
Bank Deposit Account: An Account that is an FDIC insured bank deposit, which for Business Clients includes Signature Flat Fee Business Checking, Signature NOW for Business, Signature NOW for Municipalities, Monogram Business Checking, Monogram Insured Money Market for Business, Escrow Account and Certificate of Deposit ("CD").
Business: Corporation, partnership, sole proprietorship, unincorporated association, trust, estate or other business entity.
Business Day: Any day other than a Saturday, Sunday or a Bank holiday.
Certificate of Deposit ("CD"): A Bank Deposit Account in which funds must remain on deposit for a specific time period and on which the Bank agrees to pay interest at a specific interest rate during that time period.
Check: When used in this Agreement the term Check includes checks, Substitute Checks, Remotely Created Checks, money orders, drafts and other instruments or items payable in United States money.
Client, you, your: The corporation, partnership, sole proprietorship, unincorporated association, trust, estate or other business entity which has a Bank Deposit Account at the Bank.
Current Balance: The total funds in your Bank Deposit Account including those funds that have not become available for withdrawal in accordance with the Bank's Funds Availability Disclosure found on page 32 of this Business Account Agreements and Disclosures booklet.
Deferred Exchange: means the exchange of like–kind property that qualifies as a tax free exchange under Internal Revenue Code (IRC) section 1031 and the Internal Revenue Service (IRS) Regulations promulgated thereto.
Deferred Exchange Funds: means the funds held by a Qualified Intermediary in relation to a Deferred Exchange.
Escrow Account: means a Bank Deposit Account that is any of the following: a) the Master Account and related Sub-accounts established by an Escrow Agent to hold funds of one or more Escrowees; b) an Interest on Lawyer Account ("IOLA Account"), c) an Interest on Lawyer Trust Account ("IOLTA Account"), d) Interest on Trust Account ("IOTA"), e) a Standalone Escrow Account or f) a Monogram Escrow Account.
Escrow Agent: refers to each Attorney, Law Firm, Qualified Intermediary, individual, sole proprietor, corporation, partnership, limited liability company or other entity opening an Escrow Account.
Escrowee: means each person or entity for whom or which an Escrow Agent is holding funds deposited into an Escrow Account.
Exchange Agreement: A Deferred Exchange agreement between an Escrow Agent who is a Qualified Intermediary and an Escrowee.
Exchange Rate: The rate stated in U.S. Dollars for each Foreign Currency at which the Bank agrees to convert Foreign Currency to U.S. currency and U.S. currency to a Foreign Currency.
IOLA Account: refers to a Bank Deposit Account maintained by an Escrow Agent who is either an attorney licensed to practice law in New York or a law firm doing business in New York that holds funds of Escrowees where the interest earned on the account is paid to the New York State IOLA Fund by the Bank.
IOLTA Account: refers to a Bank Deposit Account maintained by an Escrow Agent who is either an attorney licensed to practice law in Connecticut or a law firm doing business in Connecticut that holds funds of Escrowees where the interest earned on the account is paid to the Connecticut Bar Foundation.
IOTA Account: refers to a Bank Deposit Account maintained by an Escrow Agent doing business in CT who receives loan proceeds from a mortgage lender pursuant to CT General Statute 51-81(c).
Foreign Currency: The currency other than United States Dollars of a foreign country that the Bank permits to be maintained in a Foreign Currency Account.
Foreign Currency Account: An account that you have at the Bank that is maintained in a Foreign Currency.

Foreign Draft: A check drawn on a bank other than the Bank that is payable in a Foreign Currency.
Funds Transfer: A wire or other electronic transfer of funds which is subject to the Bank's Funds Transfer Agreement.
Master Account: refers to the Escrow Account, maintained at the Bank by the Escrow Agent, and which is used by the Escrow Agent to manage the funds of one or more Sub-accounts.
Master Sub-account: refers to the portion of the funds in the Master Account of a Monogram Escrow Account that is unallocated or awaiting disbursement.
Money Order: A Money order is a negotiable instrument purchased to make a payment to a third party. Money Orders are drawn on and payable through Signature Bank.
Monogram Escrow Account: The Escrow Account offered by the Bank that allows the Escrow Agent to manage the Master Sub-account and Sub-accounts through Monogram Escrow Express.
Monogram Escrow Express: The Bank's internet based cash management platform used by Escrow Agents to manage their Master Sub-Accounts and Sub-accounts.
Non-deposit Investment Account: An Account that is an investment, is not FDIC insured, is not a bank deposit, is not guaranteed by a bank and which may lose value. The Non-deposit Investment Account offered by Signature Bank is the Monogram Money Market Funds Program Account. Additional non-deposit investment accounts include securities, annuities and insurance products that are offered by Signature Securities Group Corporation.
Official Check: An official check is a negotiable instrument purchased to make a payment to a third party. Official checks are drawn on and payable through Signature Bank.
Partial Transfer User: A System User whose authority includes making a transfer from a Sub-account to the Master Account in an amount that is less than the entire balance of the Sub-account.
Password: means the combination of letters, numbers, and special characters that has been assigned to, or selected by, the System User that is required together with the System User's Username and Escrow Agent ID in order for the Client to access Monogram Escrow Express on the Web-System.
POS: Point of Sale terminals at which a debit card can be used to access an Account designated for such access.
Qualified Intermediary: means a person or entity that has entered into an Exchange Agreement with a taxpayer to hold Deferred Exchange Funds pursuant to an Exchange Agreement.
Remotely Created Check: A check drawn on an Account other than a CD that has been created by a merchant or other payee at the Client's request or with the Client's authorization or approval, whether directly or indirectly, and generally containing the information normally found on a check, such as the Client's name, the account number, the Bank's name and the Bank's routing number, but instead of containing the Client's handwritten signature containing either the Client's printed or typed name or a statement that the Client has authorized the check.
Signature Bank ATM Card/Signature Bank Debit Card: The plastic card, which is either a debit card or an ATM card, issued to you by the Bank which can be used at ATM's and if a debit card can be used at ATM's and at POS's to access those Accounts of yours which can be accessed by such card and which Accounts you have designated for such access.
Signature Securities Group Corporation: A non-bank subsidiary of Signature Bank, broker-dealer, member FINRA and an insurance agency that offers non-FDIC insured Non-deposit Investment Accounts.
Standalone Escrow Account: Refers to the Bank Deposit Account maintained by the Escrow Agent holding funds of one Escrowee and which does not have Sub-accounts.
Statement: The record of Account balance and activity that is provided to you at the end of each Statement Cycle Period for your Accounts other than Certificates of Deposit ("CD").
Statement Cycle Period: The monthly period set at the Bank's discretion to begin or end on the same calendar day, business day or day of a particular week each month, except that the initial and final Statement Cycle Periods may begin or end on a different day. The Bank may decide to change the beginning or ending day of a Statement Cycle Period for all Accounts or for a group of Accounts. Any Statement Cycle Periods resulting from such a change in such beginning or ending day and the initial and final Statement Cycle Periods may be longer or shorter than a monthly period.
Sub-account: refers to an account at the Bank in which funds held in escrow for an Escrowee have been deposited, transferred or allocated by the Escrow Agent. At the request of the Escrow Agent, the Sub-account may or may not earn interest.
Substitute Check: A paper copy of an original check that federal law permits to replace the original check, which is 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.
System User: the person designated by the Escrow Agent on the Bank's Set-Up Application form for the Monogram Escrow Account to use Monogram Escrow Express.
Username: means the name assigned to or selected by the System User that is used with the System User's Password to access the Monogram Escrow Account on Monogram Escrow Express.
Web Browser: means the version of the commercially available web browsers that have been approved by the Bank that the Escrow Agent must have on its computer in order to access Monogram Escrow Express.

BANK DEPOSIT ACCOUNT DETAILS

Checking and Savings Sub-accounts:

The Signature Flat Fee Business Checking, Signature NOW for Business, Signature NOW for Municipalities, Monogram Business Checking Account, Monogram Escrow Account, and Master Account consist of a checking sub-account and a savings sub-account. The Bank will periodically transfer funds between these two sub-accounts. The sixth transfer from the savings sub-account to the checking sub-account during a calendar month will include all of the funds in the savings sub-account until the end of that month. If your Account is an account on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub-account will not earn any interest. The savings sub-account will be governed by the rules governing our Monogram Insured Money Market for Business accounts. The existence of these sub-accounts will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

Minimum Balances, Service Charges and Fees:

Accounts are subject to the minimum balance requirements and to the minimum opening balance requirements set forth in the Bank's "Business Accounts Fee Schedule", in effect at the Bank at the time the Account is opened and as may be amended from time to time. The Bank may deduct charges and fees from your Account without further authorization on your part. The most recently revised schedule of service charges is available at all Signature Bank Financial Centers.

If the Account is an IOLA Account, IOLTA Account, or IOTA Account, then the services changes and fees (other than the cost of the initial checkbook order) are the responsibility of the Escrow Agent maintaining the IOLA Account, IOLTA Account, or IOTA Account and can be paid in cash, by check drawn by the Escrow Agent on the Escrow Agent's business account, or as a debit authorized by the Escrow Agent on the Escrow Agent's business account at the Bank. The Bank will deduct the cost of the initial checkbook order from the interest earned on the IOLA Account, IOLTA Account, or IOTA Account and will not debit the IOLA Account, IOLTA Account or IOTA Account for any other fees or service charges related to such account.

Statements:

Once a month, the Bank will send you at your address appearing on the Bank's records, a Statement for each of your Accounts other than CDs of the Account balance and activity since the last Statement which will be accompanied, when available and applicable, by any Checks drawn on the Account that have been paid during that Statement Cycle Period if Checks can be written on the Account and if that Account provides for the return of such Checks. These Checks accompanying the Statement may be originals, copies or optical images of the original Checks or Substitute Checks. You will exercise reasonable care and promptness in examining such Statement and Checks 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. You 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 and Checks, or copies or optical images of such Checks, were first made available to you.

Signature Line:

For information call the Signature Line toll free at 1-866-sigline. You can find the Bank's current Client Care Services hours on our website at SignatureNY.com by clicking "About Us" and then selecting "Contact Us".

Transfers Between Accounts and Inquiries:

You can request transfers between your Accounts at the Bank by telephone, fax and email subject to the approval of the Bank, which approvals shall be at its sole discretion, or through internet banking services or mobile banking services, provided you have agreed to the Bank's Internet Banking Agreement or Mobile Banking Services End User Agreement, as applicable. You agree that the Bank's records of such transfers are binding, and agree to assume all risks in connection with such transfers. Those risks include, but are not limited to, (i) requests made by a person representing himself or herself to be you or an individual you have authorized to act for you, (ii) delays or errors as a result of a misunderstanding of any 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. The Bank reserves the right to refuse such a request for the transfer of funds. You authorize the Bank to respond to inquiries about your Accounts from you and any person you have authorized to act for you and believed by the Bank to be you or that individual.

Deposited or Cashed Checks:

The Bank is authorized to accept for your Account(s) all Checks from third parties which are payable to you. You agree that the Bank shall not be responsible for any delay in giving your Account credit for any deposit you make, for the acts of any agent of yours or person or persons who you have authorized to act on your behalf with respect to Accounts at the Bank or for any other act that the Bank thinks is appropriate provided the Bank has acted in good faith. Checks may not be deposited to a CD during the term of the CD.

Verifying Deposits: All Checks and other deposits will be accepted subject to verification by the Bank. This verification will not occur at the time the Bank accepts the deposit from you, but will occur at a later time. Any receipt given to you by the Bank at the time you make your deposit is not a verification of the amount of the deposit or the checks included in the deposit. If the amounts stated on your deposit form do not conform to the amounts of each of the Checks and

currency accompanying that deposit form, then the Bank will correct the deposit made to your Account and send you a notice of such correction. The Bank is not responsible for any Checks listed on the deposit form that are missing when the Bank verifies the amount of the deposit.

Multiple Endorsements: You agree that if you want to deposit or cash a Check which is not made payable to you, but which has been endorsed by the payee of the Check, the Bank may refuse to accept that Check if the Bank is unable to verify to its satisfaction that the payee's endorsement and all other endorsements on the Check are genuine.

Funds Availability: Funds deposited in your Accounts in the form of a Check or other instrument will normally be available for withdrawal in accordance with the Bank's funds availability disclosure which appears on page 32 of this Business Account Agreements and Disclosures booklet unless the deposit is made to a CD.

Encoding: If the Bank accepts from you Checks for deposit into or to be cashed against your Account which you or your agent have encoded with MICR or other encoding, the Bank may rely upon the accuracy and completeness of such encoding in processing the items for collection or payment. You shall be solely responsible for any encoding in processing the Checks for collection or payment. You 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.

Collection of Checks: All Checks deposited in your Accounts, or cashed for you, are received by the Bank as agent for you 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 you 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 other instruments 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 or other instrument 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 nonbank payer. You authorize the Bank to renew or to extend the time with respect to the collection of any sums due on said Checks, and you 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 you. 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.

Uncollected and Returned Checks: Any Check not finally collected may be charged back to any of your accounts at the bank whether such Check was cashed or deposited. If a Check that you have deposited to or cashed against your Bank Deposit Account is returned and claimed to have a forged signature or forged endorsement or is materially altered, then the Bank may charge any of your Accounts for the amount of such Check.

No Protest: If any Check that you deposit into or cash against your Account is returned unpaid by the bank that it is drawn upon, you agree that you will not require the Bank to obtain a protest, which is an official certification that a Check has been dishonored.

Foreign Checks: If you deposit into your Accounts checks drawn on foreign banks or that are payable in a currency other then U.S. dollars ("Foreign Checks"), then the Bank may refuse to accept such checks. If such Foreign Checks are accepted for deposit into your Account, they will be accepted on a collection basis and you will bear all the risks associated with the collection process and the fluctuation of the foreign currency ("Exchange Rate Risk") during such collection and pay all fees and charges relating to the collection of such Foreign Checks. The Bank's Funds Availability Disclosure does not apply to Foreign Checks and the funds represented by such Foreign Checks will not be made available to you until those funds have been collected, which will be much later than a check drawn on a U.S. bank payable in U.S. dollars. While the Bank normally will not give your Account credit for the amount of a Foreign Check until it has been collected, if the Bank does, then such credit will be provisional and may be reversed at any time if the Foreign Check is returned unpaid or is initially paid but then subsequently returned for any reason and you will bear all the risks of such Foreign Check being returned. You agree that the Bank may use the then current exchange rate, selected by the Bank in its sole discretion, and all applicable fees when crediting your Account, whether or not provisionally, to provide your Account a credit and to reverse such credit, even if a change in the exchange rate used by the Bank between the time of such credit and reversal may result in a loss to you. The Bank will charge your Account for all fees and charges assessed by the Bank and by the banks and other entities involved in the collection of such Foreign Check and converting the amount collected to U.S. dollars. In addition, if the Bank gives your Account provisional credit for a Foreign Check prior to the time the Bank receives payment for that check at the completion of the collection process, then a fluctuation in the exchange rate between the date your Account was given provisional credit and the date the Bank receives payment for that check will result in either a credit to the Account if the provisional credit resulted in an underpayment or a debit to the Account if the provisional credit resulted in an overpayment.

ACH Credits:

If the Account receives funds through the ACH (Automated Clearing House), then any credit given by the Bank to the Account for such funds will be provisional until the Bank receives final settlement through a Federal Reserve Bank or has otherwise received payment as provided under Section 4A-403(a) of New York's Uniform Commercial Code. Notice to the Client of such ACH credits will be provided on the Client's Statement. Should the Bank not receive final

settlement or payment of an ACH credit, then the Bank has the right to recover from the Account or the Client the amount of the provisional credit and the person or entity making that ACH payment ("ACH Originator") will not be considered to have paid that amount to the Client.

Incoming Wires:

If funds are wired into an Account, the Client agrees that the Bank's Funds Transfer Agreement will apply and also agrees that notification of the receipt of such wire may be made by including such wire as a credit reflected in the periodic statement for the Client's account indicated in the wire instructions ("Payment Order"), as well as by a separate notice sent by mail or electronically to Client no later than the Business Day following Business Day the wire has been received by the Bank. If funds are wired to your Account by others and those funds are in an currency other than U.S. dollars ("Foreign Currency"), then you agree that the Bank will convert the Foreign Currency to U.S. dollars at the current exchange rate selected by the Bank, in its sole discretion, before crediting those funds your Account and you agree to pay the Bank for all fees and charges applicable to such conversion. If the Bank makes funds available to the Client in anticipation of the Bank's receipt, in the currency of the Payment Order, of final payment of a Payment Order for which the Client is the beneficiary, then the Client agrees that all such funds made available prior to receipt of final payment (i) constitute loans or advances by the Bank and not acceptance of a Payment Order, and (ii) shall be repayable upon demand to the Bank if the expected funds in the currency of the Payment Order are not actually received or finally settled. The Client recognizes that from time to time the Bank may charge its accounts for amounts credited thereto, whether provisionally or not, including by way of illustration and not by way of limitation, charges made as a result of the cancellation or amendment of a Payment Order or the failure of a wire system to settle as anticipated. The Bank may rely solely on identifying account numbers of the beneficiary, beneficiary bank or intermediary bank in the Payment Order, rather than names. The Bank has no duty to detect any inconsistencies between the name and the account number in any Payment Order.

Deposit of Cash in Foreign Currency:

If Client seeks to deposit cash that is in a Foreign Currency, then the Client will deliver the Foreign Currency to the Bank together with a Foreign Currency Transaction application. By delivering Foreign Currency to the Bank, the Client certifies that the Client is in rightful possession of such currency and has the legal right to sell and transfer that Foreign Currency. The Bank will debit the Account for the Bank's fees and charges and arrange to sell the Foreign Currency for US Dollars at the Exchange Rate in effect on the date of such sale and will credit the Account in US Dollars with the proceeds of such sale.

Foreign Wires:

If funds are wired to your Account by others and those funds are not in a currency of the Account, then you agree that the Bank will convert the Foreign Currency to the currency of the Account at the current Exchange Rate selected by the Bank, in its sole discretion, before crediting those funds to your Account and you agree to pay the Bank for all fees and charges applicable to such conversion.

Withdrawals from Account:

Withdrawals from Accounts can be made (a) by Check provided the Account is a checking, NOW or money market account, (b) at an ATM (c) by use of a Debit Card provided that an ATM or Debit Card has been issued for the Account, (d) as an ACH debit, (e) as a bill payment or transfer initiated through the Bank's internet banking service or mobile banking services provided you have agreed to the Bank's Internet Banking Agreement or Mobile Banking End User Agreement as applicable, and the Account is eligible for such product, (f) by transfer to another of your Accounts via telephone, fax or email-provided that the Account is eligible for such transfers and the Bank consents to such transfer or internet banking services or mobile banking services, provided you have agreed to the Bank's Internet Banking Agreement or Mobile End User Agreement, as applicable, (g) as a wire provided you agree to the Bank's Funds Transfer Agreement, (h) as a withdrawal in the form of cash or an official check processed by the teller.

Check Withdrawals:

If the withdrawal is by Check, then your Account will be debited on the day the Check is presented to the Bank or at such earlier time as notification is received by the Bank by electronic or other means that the Check has been deposited or received for collection by another financial institution. If multiple Checks, wires, ATM or Debit Card transactions, ACH debits and/or transfers are presented to the Bank for payment or requested on a day when there is an insufficient Available Balance in the Account to pay all of them, then the Bank will pay them in the following order: (i) wires, (ii) ATM and Debit Card Transactions, (iii) withdrawals processed by a teller, (iv) transfers, (v) Checks negotiated at a Bank Financial Center, bill payments initiated through the Bank's internet banking service or mobile banking service and ACH debits, (vi) Checks (other than checks converted by the payee to ACH debits) and (vii) transfers that you have scheduled in advance to occur periodically. Payments within each of the above groups are made in ascending order (i.e., the smallest first) in order to minimize the number of payments for which there may be insufficient or uncollected funds. Once the Bank determines that your Bank Deposit Account's Available Balance is not sufficient to pay a transaction, then the transaction might not be paid even if prior to the deadline for the Bank to take action on such transaction the Available Balance has increased.

Outgoing Wires:

If you wire funds from your Account, then such wires will be subject to the Bank's Funds Transfer Agreement, which you agree to when requesting such wire. If the wired funds are from an Account that is not a Foreign Currency Account and are to be in a Foreign Currency, then you agree that the Bank may debit your Account in an amount equal to the

U.S. Dollar equivalent of the Foreign Currency at the current Exchange Rate selected by the Bank, in its sole discretion, and all fees and charges applicable to such conversion and wire.

ACH and other Electronic Debits:

Some businesses may advise us that they have obtained your authorization to debit your Account electronically through an automated clearing house ("ACH") or another system for amounts you owe to them. You agree that the Bank may charge your Account for such electronic debits.

Purchase of Foreign Drafts:

If the Client requests the Bank to order a Foreign Draft, then the Client will complete an application stating the Foreign Currency, the amount, the payee, payee's address and whether to mail the Foreign Draft to the payee or hold the Foreign Draft for pick-up by Client. The Bank will debit the Account (i) for the amount in US Dollars, based upon the Exchange Rate, of Foreign Draft issued and (ii) for the amount of the Bank's fee. If there is insufficient available funds in the Account in US Dollars that the Bank estimates will be needed to purchase the Foreign Currency (which may include an amount to cover any increase in the Exchange Rate from the date the amount is deducted until the date the Foreign Currency is purchased, plus the Bank's fee), then the Bank may, in its sole discretion, cancel such order or reduce the amount of Foreign Draft.

Purchase of Foreign Currency:

If the Client seeks to purchase cash in a Foreign Currency, then the Bank will purchase that Foreign Currency from a third party vendor on behalf of and as agent for Client and shall deduct from the Account the amount that will be needed to purchase the Foreign Currency, plus the Bank's fee and charges. The Foreign Currency purchased will be either (i) held by the Bank at the Financial Center either where the Account is maintained or selected by the Client for pick-up by the Client, (ii) delivered to the Client or (iii) wired in accordance with the Client's instructions.

Bank's Right to Refuse Payment:

The Bank may refuse to pay checks drawn upon an Account or refuse any other withdrawal request from any Account in cases such as, but not limited to, the following:

- If the withdrawal would consist of funds that are not yet available for withdrawal under the Bank's Funds Availability Disclosure.
- If the Bank has been ordered by a court or other legal process such as, a levy, execution or restraining notice not to permit the withdrawal.
- If the Bank is aware of any dispute relating to the Account, unless a court has ordered the Bank to permit the withdrawal.
- If the Bank has some suspicion of fraud or irregularity.
- If someone, who the Bank believes, in its sole discretion, is authorized to act for you, directs the Bank not to make payment.
- 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 Account.
- If the Check or withdrawal request has not been presented with any or all of the required signatures.
- If an equipment problem at the Bank prevents determining the available funds.
- If the Account is a Signature NOW for Business Account, Signature NOW for Municipalities or a Monogram Insured Money Market for Business and the Bank has exercised its right to require up to 7 days notice of an intended withdrawal from that Account as stated in this Agreement.
- If the Account is a Certificate of Deposit ("CD") and the withdrawal includes principal and is not being made at maturity or within an applicable grace period.
- 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.

Lost or Stolen Checks:

If any of the checks you use to withdraw funds from the Account are lost or stolen, you agree to notify the Bank immediately.

Purchasing Checks from Unauthorized Vendors:

If you purchase checks to use to withdraw funds from your Account 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. You will be solely responsible for any costs and losses resulting from using checks, other than those purchased from authorized vendors, to withdraw from your Account or the Bank refusing to pay such checks.

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 you add Notations to any Checks that are used to withdraw from your Account or have Notations printed on such Checks, you agree that such Notations are not intended to be conditions on the payment or negotiation of the Check. You 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 your placing these Notations or any other statements on any Checks that are used to withdraw from the Account.

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 appearing on the Check. You agree that you shall have no claim against the Bank 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 your Bank Deposit Account, you will be charged the Bank's standard fee for a Check drawn on insufficient or uncollected funds.

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 a stale dated Check will not be paid by the Bank, you must place a Stop Payment Order on it.

Stop Payment Order:

You may request that payment be stopped on any Check that you 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. You may make the request in person at a Financial Center by signing a stop payment order on the Bank's form, through the Bank's web site if you have enrolled in the Bank's internet banking service or you may make the request by calling the Signature Line toll free at 1-866-sigline. You must provide your Account number, the number and date of your 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. You understand that each stop payment order will automatically expire one year (365 days) from its original date unless you 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's acceptance of your stop payment request does not mean that the Check has not been paid. For example, that Check could have been paid at least 6 months prior to the request or that Check might be paid during the time it takes the Bank to process your request. The Bank may assess a service charge for each written or oral stop payment order you make or deliver to the Bank and for each request to renew such stop payment order. You 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. You further understand that the Bank cannot control how the payee of a Check that you have written (or the payee's bank or agent) presents such Check for payment and you agree that the Bank shall not be liable for failing to stop the payment of such Check if it has been presented in a manner that does not include the Check number and the account number of the Account on which the Check was drawn.

Notice of Errors, Forgeries, Alterations-Time Limits:

You must notify the Bank in writing within fourteen (14) calendar days from the delivery or mailing of any Account Statement, of any claimed errors in such Statement and with respect to any cancelled Check accompanying the Statement, or any image or copy of a cancelled Check that accompanies such Statement. Such errors include, but are not limited to, claims that your signature was forged, a Check was drawn without your authority, that a Check was altered in any way, or that the amount of a Check was raised. You must notify the Bank in writing within six (6) months from the delivery or mailing of any such cancelled Check or any image or copy of such cancelled Check that any endorsement was forged, improper, made without the authority of the person who should have endorsed it, or was missing. If you fail to give such notice, the Account Statement shall be considered to be correct for all purposes and the Bank shall not be liable for any payments made and charged to the Account. You agree that you will not bring or cause to be brought any legal proceeding or action against the Bank to seek to recover any payment of any check or other instrument upon which any signature or endorsement has been forged or was improper or which was drawn, made, accepted or endorsed without your 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 you shall have given the Bank the written notice provided above and you start or cause to be started such legal proceeding or action within one (1) year from the date such statement and cancelled Checks, including images or copies of cancelled Checks, were delivered or mailed to you, or within one and one-half (1 1/2) years in the case of any unauthorized endorsement. You agree that the Bank shall be deemed to have acted in good faith and used ordinary care and shall not be liable to you for any forgery of your signature or any alteration if the forgery of your signature or the alteration is not readily apparent and recognizable to an ordinary bank teller.

Unlawful Internet Gambling

Federal banking regulations prohibit any person or business entity engaged in the business of betting or wagering from knowingly accepting any payment in connection with the participation of another person or business entity in unlawful Internet gambling (a "restricted transaction"). You acknowledge and agree that you are prohibited from processing a restricted transaction through your Account or other banking relationship with the Bank. Your participation, or attempted participation, in any restricted transaction through your Account or other banking relationship with the Bank may result in the termination of your banking relationship with the Bank and/or the closing of your Account. The Bank reserves the right to decline any transaction that the Bank believes is a restricted transaction.

ADDITIONAL PROVISIONS FOR SIGNATURE FLAT FEE BUSINESS CHECKING AND MONOGRAM BUSINESS CHECKING

Overdraft Billing:

When a Check drawn on your Signature Flat Fee Business Checking account or your Monogram Business Checking account is presented to Bank for payment and there is insufficient or unavailable funds in such Bank Deposit Account, you authorize the Bank to advance funds to you in the amount by which the Check exceeds the Available Balance in such Bank Deposit Account. Such advance is referred to as an Overdraft. The Bank does not encourage this practice, is under no obligation to pay these Checks, and, in certain instances, may be prohibited by applicable governmental rules and regulations from paying Overdrafts. Therefore, the Bank may, in any or all instances, return such Check unpaid. In those instances where Bank, in its sole discretion, agrees to advance funds to pay such Check, you agree that Bank may charge and you agree to pay interest on the amount of the Overdraft until sufficient funds in the Bank Deposit Account become available to cover the payment of the Check. Interest will be charged on the amount of the Overdraft at a fluctuating rate per annum equal to a certain percentage per annum above the Reference Rate (as defined below), which rate will change, without notice to you, from time to time with each change in the Reference Rate. "Reference Rate" means the rate established by the Bank, from time to time, at its principal office as its reference-lending rate for U.S. commercial loans. The Bank may make loans above, at or below the Reference Rate. You may call your Account Officer for the current interest rate that applies to Overdrafts. The rate will be stated on your Bank Deposit Account Statement. The Bank may establish a new Reference Rate and/or increase the percentage added to the Reference Rate, from time to time, without notice to you. The interest rate charged on Overdrafts shall never exceed the maximum rate permitted by law. All deposits and credits, when available, will be used to pay the amount of the Overdraft and accrued interest thereon before being added to your Bank Deposit Account as a positive balance. The Bank reserves the right to decide whether or not to pay a Check when the amount of the Check exceeds the Available Balance. If the Bank pays one or several Checks, the Bank is not establishing a course of conduct and it shall not mean that the Bank will pay other similar Checks in the future. The Bank reserves the right, at any time, to modify these terms, terminate these policies and/or demand payment of all Overdrafts and other amounts due to Bank from you. The interest charges described above are separate and apart from, and in addition to, any service charges or fees that may be assessed as a result of any Overdrafts.

ADDITIONAL PROVISIONS FOR SIGNATURE NOW FOR BUSINESS and SIGNATURE NOW FOR MUNICIPALITIES

Availability:

The Signature NOW for Business account is available only to Sole Proprietors, Not-for-Profit Organization and Estates. The Signature NOW for Municipalities is available only to Municipalities.

Variable Interest:

The Signature NOW for Business and Signature NOW for Municipalities accounts will earn interest on the Current Balance in the Account less the amount of any Checks deposited into the Account that day at an interest rate which is set by the Bank, in its sole discretion, and which rate is subject to change daily. The Bank will not use any index, schedule or formula to set, fix or calculate this interest rate. You will be advised of the interest rate and annual percentage yield at account opening and the current interest rate and annual percentage yield will be available at any financial center of the Bank. The Bank uses the daily balance method to calculate the interest. This method applies a daily periodic rate to the Current Balance in the Account after deducting the amount of any Checks deposited into the Account that day. Interest will accrue and be compounded daily and will be credited to the Account at the end of the Statement Cycle Period. Interest is available for withdrawal on the first Business Day of the next Statement Cycle Period. If the Account is closed prior to the end of a Statement Cycle Period, the accrued interest will be credited to the Account prior to closing.

Withdrawals:

As required by Federal Law, the Bank reserves the right to require you to give it notice in writing of an intended withdrawal at least seven days before you withdraw money from a Signature NOW for Business account or Signature NOW for Municipalities account.

ADDITIONAL PROVISIONS FOR MONOGRAM INSURED MONEY MARKET FOR BUSINESS

Variable Interest:

The Monogram Insured Money Market for Business will earn interest each day on the Current Balance in the Account less the amount of any Checks deposited into the Account that day, which interest shall be at interest rates which are set by the Bank, in its sole discretion, and which rates are subject to change daily. The Bank will not use any index,

schedule or formula to set, fix or calculate these rates. You will be advised of the interest rates and annual percentage yields for the Monogram Insured Money Market for Business at the time you open the Account. The current interest rates and annual percentage yields for the Monogram Insured Money Market for Business will be available at any Financial Center of the Bank. The Bank uses the daily balance method to calculate the interest on the Account. This method applies a daily periodic rate each day to the Current Balance in the Account after deducting the amount of any checks deposited into the Account that day. Interest will accrue daily, be compounded daily and credited to the Account at the end of the Statement Cycle Period. Interest is available for withdrawal on the first business day of the next Statement Cycle Period. If the Account is closed prior to the end of the Statement Cycle Period, the amount of the accrued interest will be credited to the Account prior to closing.

Limitations on Withdrawals:

You understand that your Monogram Insured Money Market for Business will be charged for all Checks drawn on that Account on the day those Checks are delivered to the Bank or at such earlier time as the Bank receives notification by electronic means or otherwise that the Checks have been deposited for collection in another financial institution. Federal regulations restrict the number of preauthorized and automatic withdrawals, Checks, debit card payments to third parties, and withdrawals by telephone, fax, email, internet banking services and mobile banking services that you can have from the Monogram Insured Money Market for Business during a Statement Cycle Period. During each Statement Cycle Period, you are allowed up to six (6) such withdrawals, payments and transfers from the Account. If during a Statement Cycle Period more than six such withdrawals, payments and transfers from the Account are made or paid, then you have exceeded the limits permitted under federal regulations and the Bank may charge you a fee and may be required to close your Monogram Insured Money Market for Business or convert it to an account type which is not subject to withdrawal limitations. There is no limit on the number of withdrawals that are made payable directly to you provided such withdrawals are made on a Monogram Insured Money Market for Business withdrawal ticket provided by the Bank and are sent by mail, or messenger to, or made in person at, any Financial Center of the Bank. If you have a Debit Card or ATM Card and have designated your Monogram Insured Money Market for Business for access by such Debit Card or ATM Card, then you can make an unlimited number of withdrawals from this Account at any ATM (but not at a POS) which accepts such Debit Card or ATM Card and make an unlimited number of transfers at an ATM from this Monogram Insured Money Market for Business to another Account of yours at the Bank which has been linked to this Account provided such transfer is permitted at that ATM. As required by Federal Law, the Bank reserves the right to require you to give it notice in writing of an intended withdrawal from this Account at least seven days before you withdraw money from this Account.

ADDITIONAL PROVISIONS FOR ALL ESCROW ACCOUNTS

Interest:

The IOLA Account, IOLTA Account, IOTA Account, Standalone Escrow Account and Sub-accounts will earn interest on the Current Balance in the account less the amount of any Checks deposited into the account that day, at interest rates which are set by the Bank, in its sole discretion, and which rates are subject to change daily. The Bank will not use any index, schedule or formula to set, fix or calculate these rates. The Escrow Agent will be advised of the interest rates and annual percentage yields at the time the Account is opened. The current interest rates and annual percentage yields for the IOLA Account, IOLTA Account, IOTA Account, Standalone Escrow Account and Sub-account will be available at the Bank's Financial Center where the Account is maintained. The Bank uses the daily balance method to calculate the interest on the Sub-account. This method applies a daily periodic rate to the Current Balance in the Account after deducting the amount of any checks deposited into the Account that day. Interest will be compounded daily and credited to the Sub-account at the end of each Statement Cycle Period. No interest will be paid on the Master Account. The Escrow Agent may request that the Sub-account or Standalone Escrow Account not earn interest. The Bank will honor such requests.

Taxpayer Identification Numbers And Reporting Of Interest Earned:

The Escrow Agent will provide the Bank with the Taxpayer Identification Number (TIN) for the Escrow Agent at the time the Escrow Account is established and for each Escrowee at the time a Sub-account is opened. These TINs will be provided by furnishing the Bank with an IRS form W-9 signed by the Escrow Agent, with respect to the Escrow Agent's TIN, and by each Escrowee, with respect to that Escrowee's TIN or the appropriate form W-8 if the Escrowee is not a U.S. person as defined by IRS regulations. Interest earned in each Sub-account will be reported to the IRS using the name and the above TIN number (if the Escrowee is a U.S. Person) in accordance with IRS regulations, and a copy of such report will be sent to the Escrowee or Escrow Agent as requested by the Escrow Agent. If the Escrow Agent is a Qualified Intermediary, then as requested by the Qualified Intermediary each Sub-account will earn interest at both the Escrowee interest rate and the Qualified Intermediary interest rate. The Qualified Intermediary agrees that Interest earned at the Escrowee interest rate shall be reported to the IRS by the Bank as being earned by the Escrowee and that interest earned at the Qualified Intermediary interest rate shall be reported to the IRS as being earned by the Qualified Intermediary. The Escrow Agent assumes any and all liability and obligations imposed, now or hereafter, by the Internal Revenue Code, other applicable tax law, the IRS and/or other applicable taxing authorities with respect to any interest earned on each Subaccount and how that interest is reported to the IRS and indemnifies and holds the

Bank harmless from any liability for, or obligation as a result of, any taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against the Bank in connection with the reporting to the IRS of interest earned on each Subaccount, the amount of such interest being reported or the payee of such interest, including, but not limited to, costs and expenses (such as reasonable legal fees and expenses), interest and penalties.

Deposits:

The Escrow Agent may make a deposit to an Escrow Account each day that the Bank is open for business except for Sub-accounts that are part of a Monogram Escrow Account. For Monogram Escrow Accounts, all deposits must be made to the Master Account and then allocated by the Escrow Agent using Monogram Escrow Express to a Sub-account that has been established for that Escrowee. The Escrow Agent agrees only to deposit funds that have been given to the Escrow Agent by or on behalf of the Escrowee to hold in escrow for the benefit of that Escrowee, and to use Escrowee funds only as authorized by the Escrowee. If the Escrow Agent is a Qualified Intermediary, the Escrow Agent represents and warrants to the Bank that the deposited funds have been received by the Qualified Intermediary in accordance with the Exchange Agreement. The Bank is authorized to accept for deposit to an Escrow Account all remittances of funds or other property from third parties which are payable to an Escrowee or endorsed by that Escrowee. The Escrow Agent agrees that the Bank shall not be responsible for any delay in giving a Sub-account credit for any deposit the Escrow Agent makes, for the acts of any agent of the Escrow Agent or person or persons who the Escrow Agent has authorized to act on the Escrow Agent's behalf with respect to the Master Sub-account and the Sub-accounts at the Bank, or for any other act that the Bank thinks is appropriate provided the Bank has acted in good faith.

Withdrawals:

Withdrawals from an Escrow Account may only be made if sufficient funds are available in the Escrow Account. For the Monogram Escrow Account withdrawals from the Sub-account may only be made by an account closeout performed by a System User or by a transfer to the Master Account by a Partial Transfer User, and such funds will become available for use in the Master Account the following Business Day. Withdrawals from IOLA Accounts, IOLTA Accounts, IOTA Account, Master Accounts and Standalone Escrow Accounts that are Monogram Business Checking accounts are not limited to transfers and may be made in any other permissible fashion. All Sub-accounts and Standalone Escrow Accounts that are Monogram Business or Personal Insured Money Markets will be limited to a maximum of six (6) withdrawals per Statement Cycle Period for each Sub-account. As required by Federal Law, the Bank reserves the right to require the Escrow Agent to give it notice in writing of an intended withdrawal from an IOLA Account, IOLTA Account, IOTA Account, or a Standalone Escrow Account that is a Monogram Business or Personal Insured Money Market, or a Sub-account that earns interest of at least seven (7) days before the Escrow Agent withdraws money from that account.

Reporting To The New York State Lawyers Fund For Client Protection:

If the Escrow Agent is an attorney licensed in NY or law firm doing business in NY and any check drawn on the Escrow Account is not paid by the Bank because of insufficient available funds or because of any other reason required by applicable rules, then the Bank shall, without notice to the Escrow Agent, report such dishonor to the New York State Lawyers Fund for Client Protection ("Fund") and/or any other organization or committee having the responsibility for disciplining lawyers in accordance with their rules and provide the Fund, organization and/or committee additional information concerning the Escrow Account. The Escrow Agent consents to the above, releases the Bank from any liability and agrees to indemnify the Bank against any and all claims that a client of the Escrow Agent or anyone else may have as a result of such notification and the providing of such information to the Fund, organization and/or committee.

Reporting To The Connecticut Statewide Grievance Committee:

If the Escrow Agent is an attorney licensed in CT or law firm doing business in CT and any check drawn on the Escrow Account is not paid by the Bank because of insufficient available funds or because of any other reason required by applicable rules, then the Bank shall, without notice to the Escrow Agent, report such dishonor to the Connecticut Statewide Grievance Committee ("Grievance Committee") and/or any other organization having the responsibility for disciplining lawyers in accordance with their rules and provide the Grievance Committee or any other organization additional information concerning the Escrow Account. The Escrow Agent consents to the above, releases the Bank from any liability and agrees to indemnify the Bank against any and all claims that a client of the Escrow Agent or anyone else may have as a result of such notification and the providing of such information to the Grievance Committee and/or any other organization.

Escrow Agent's Warranties And Assumption Of Liability:

The Escrow Agent represents and warrants to the Bank that it has the authority to deposit and withdraw funds on behalf of each Escrowee to and from the Escrow Account and assumes all responsibility and liability for ensuring that each Escrowee's funds in the Escrow Account are only transferred to an Account or Sub-account in the name of that Escrowee or disbursed for the benefit of or on behalf of that Escrowee.

Indemnification Of Bank:

In addition to any indemnification of the Bank contained elsewhere in this Agreement, the Escrow Agent agrees to indemnify, defend and hold harmless the Bank and its agents from, and against, any and all claims, actions, lawsuits and other proceedings, and liabilities, losses, costs, damages, penalties and expenses of any kind and nature which are incurred or sustained by the Bank as a result of (i) the Escrow Agent depositing funds into the Escrow Account (ii)

allocating Escrowee funds between the Sub-accounts and Master Sub-account or withdrawing those Escrowee funds from the Master Account, (iii) the Bank paying and reporting interest earned on the Sub-account or Standalone Escrow Account in the manner requested by the Escrow Agent, and reporting that interest to the IRS as interest earned in the calendar year in which the interest was credited to that Account, (iv) any Escrowee's property exchange failing to qualify for favorable tax treatment under U.S. federal or state tax law as a Deferred Exchange, (v) the Escrow Agent failing to obtain a W-8, W-9 or substitute W-9 signed by the Escrowee, an incorrect or improperly signed W-8, W-9 or substitute W-9 or the Bank paying and reporting interest earned on the Standalone Escrow Account or Sub-accounts or (vi) the Escrow Agent or any System User failing to comply with this Agreement.

ADDITIONAL PROVISIONS FOR MONOGRAM ESCROW ACCOUNTS

Details:

The Monogram Escrow Account allows the Escrow Agent to manage the Master Sub-account and Sub-accounts through Monogram Escrow Express. Monogram Escrow Express enables the Escrow Agent to create and maintain Sub-accounts as well as move funds between the Master Sub-account and the Sub-accounts. Monogram Escrow Express is accessed by the System Users through a website provided to the Escrow Agent by the Bank, by using a Web Browser on Escrow Agent's personal computer, or the computer of whomever the Escrow Agent authorizes to have access to Monogram Escrow Express, and the System User's Username and Password. The Web Browser must meet the specifications outlined in the Set-Up Application. After accessing Monogram Escrow Express, the System User will enter the Escrowee's information to set up a Sub-account. Once a Sub-account has been established, the Sub-account can be funded by allocating funds from the Master Sub-account to the Sub-account via Monogram Escrow Express. The balance of the Master Sub-account and the balance of each Sub-account will only be reflected on Monogram Escrow Express, and these balances will be aggregated together and reported as the balance of the Master Account. The Escrow Agent must provide the Bank all forms required for establishing a Sub-account, properly completed and signed. The Bank will not permit the allocation of funds to the Sub-account if appropriate documentation is not received at the Bank. Additionally, the Bank may close the Sub-account without notice if documentation is not provided. When disbursements are required, the Escrow Agent agrees to move the appropriate funds from the Sub-account to the Master Account, by either partial transfer of the funds in that Sub-account, if permitted, or by the closure of the Sub-account, so that those funds can be disbursed by the Escrow Agent on behalf of the Client. In either case, the funds will become available for use in the Master Account the following Business Day.

System Users:

The Escrow Agent shall designate the System Users in the Bank's form called the Master Product Application. The System Users can be the Escrow Agent's authorized signers or those persons who have been designated by the Escrow Agent. Through the System Users the Escrow Agent agrees to properly maintain the Master Sub-account and Sub-accounts on Monogram Escrow Express in accordance with the Agreement. The Escrow Agent further agrees that the Bank (and any interested third party) may rely upon the authority given to each System User until such time that the Escrow Agent has removed the System User, the Escrow Agent has provided the Bank written notice of such removal on the Bank's form for such purpose and the Bank has had a reasonable opportunity to act upon such notice. The Escrow Agent agrees that it is the responsibility of the Escrow Agent to immediately notify the Bank of any changes in the authority of a System User. The Escrow Agent also agrees that it is solely responsible for the transactions made and instructions given by each System User and that the Bank may rely and act on those transactions and instructions without the Bank being liable to the Escrow Agent or any Escrowee. The Escrow Agent further agrees that each System User will access and use Monogram Escrow Express only in accordance with this Agreement and the authority given to them by the Escrow Agent. Each time a System User accesses, views, or conducts an allocation or transfer on a Master Sub-account or Sub-account, the Escrow Agent represents and warrants to the Bank that such action is authorized by the Escrow Agent. If the Bank receives conflicting instructions or believes that the security of Monogram Escrow Express or that of the Bank may be at risk as a result of an action or failure to act by a System User, the Bank may at its sole discretion terminate that System User authority, or not permit the appointment of a System User, without prior notice to that System User or the Escrow Agent. If the Bank determines that the Escrow Agent or a System User has violated or failed to comply with any provision of this Agreement, the Escrow Agent's access to Monogram Escrow Express will be terminated.

Partial Transfer Users:

The Escrow Agent may also designate System Users as Partial Transfer Users. A Partial Transfer User is a System User that can transfer from a Sub-account to the Master Sub-account in amounts that are less than the entire Sub-account balance by using the transfer function of Monogram Escrow Express. The Escrow Agent agrees that the Partial Transfer User shall only use the transfer function of Monogram Escrow Express to move funds from a Sub-account to the Master Sub-account and not to use the transfer function move funds from the Master Sub-account to a Sub-account. The Escrow Agent assumes all responsibility and liability in the event a Partial Transfer User uses the transfer function in any other manner.

Security Procedures:

Monogram Escrow Express cannot be accessed by the System User until the System User receives a Username and Password from the Bank. The System User will be required to change the Password upon signing in for the first time and periodically thereafter and may change the Password at any other time. The Escrow Agent agrees to instruct the System User to memorize its Username and Password and not keep any notation of the Username and Password on or with the Escrow Agent's computers or where it can be accessed by anyone not authorized to use or know the System User's Username and Password. The System User's Username and Password assures that only the System User or someone to whom the System User has given the Username and Password can use Monogram Escrow Express. The Escrow Agent agrees that the System User will not to give the Username and Password to anyone not authorized by Escrow Agent to access the Monogram Escrow Account or Monogram Escrow Express and Escrow Agent agrees that it will call the Bank immediately if any System User's Username or Password has been lost or stolen or needs to be changed because someone previously given a System User's Username or Password no longer is entitled to access the Monogram Escrow Account or Monogram Escrow Express or for any other reason the System User's Username or Password or the Escrow Agent ID needs to be changed or deactivated. Escrow Agent agrees that use by the System User of the Username and Password is an acceptable security device and shall be deemed to be commercially reasonable in light of Escrow Agent's particular needs and circumstances. Escrow Agent further acknowledges and agrees that the Username and Password is a security device to detect an unauthorized use of Monogram Escrow Express and not a security device to detect an error made by a System User when using Monogram Escrow Express. If a transfer or disbursement has been made from a Master Sub-account or any Sub-account, in whatever form, as a result of the use of System User's Username and Password with Monogram Escrow Express, then that transfer or disbursement shall be deemed by the Bank to have been requested and authorized by Escrow Agent. The confidentiality of the System User's Username and Password shall be safeguarded by the System User. Escrow Agent agrees to immediately notify the Bank of any breach of this confidentiality requirement. The Bank may revoke the System User's access to Monogram Escrow Express at any time without prior notice to Escrow Agent if the Bank deems it necessary to maintain the security of Monogram Escrow Express. The Escrow Agent agrees that any action taken by the Bank beyond the security procedures referred to in this section of the Agreement in an attempt to detect or prevent an unauthorized transfer or disbursement from a Master Sub-account or a Sub-account, shall not be deemed to be a part of the security procedures regardless of how often such action may be taken by the Bank.

Escrow Agent's Obligations And Liability:

Escrow Agent agrees that in using Monogram Escrow Express it:

(i) will comply, and cause all System Users to comply, with this Agreement and with all procedures and requirements of Bank and its agent relating to Monogram Escrow Express;

(ii) will maintain and keep current on those computers that will use Monogram Escrow Express sufficient protection so that such use will not result in the transmission of any virus, worm, Trojan horse or any other harmful computer program or message to the Bank, its agent or their agents;

(iii) will not reverse engineer, decode, decompile, attempt to tamper with or evade or discover the method of operations or defeat any security device designed to protect the integrity of Monogram Escrow Express;

(iv) will be solely and absolutely liable for all transactions, including interest allocations, made through Monogram Escrow Express by use of a System User's Username and Password;

(v) assumes all risk associated with the unauthorized use of a System User's Username and Password;

(vi) will take whatever steps are required by the Bank or its agent to properly implement and test the connectivity of Monogram Escrow Express on those computers of the Escrow Agent (or of someone that the Escrow Agent permits to access Monogram Escrow Express) that will access Monogram Escrow Express and to ensure that the proxy server or firewall system used by such computers does not prevent access by those computers to Monogram Escrow Express.

(vii) the Bank will not be liable for any loss or damages due or related to the Bank providing the Monogram Escrow Account through the internet.

Unauthorized Access To Or Use Of The Service:

The Escrow Agent agrees to IMMEDIATELY call the Bank at 1-646-822-1700 Monday through Friday, 8 AM to 5 PM Eastern Time and to report that it believes any of the following has occurred or will occur:

(i) the computer system for Monogram Escrow Express has been accessed or copied without authorization,

(ii) Monogram Escrow Express has been used without authorization, or

(iii) Transactions have been made by an unauthorized person

Escrow Agent acknowledges and agrees that all systems (including any improvements, enhancements, modifications, variations or derivative works thereof) used by the Escrow Agent in providing Monogram Escrow Express is owned or licensed by the Bank or its agents and constitutes the sole and exclusive property of Bank or its agent or such third parties, as applicable. To the extent that such ownership does not vest by operation of law, Escrow Agent hereby irrevocably transfers and assigns to Bank, its agent or such third parties, in perpetuity, all worldwide right, title and interest in any such systems and software, including the patent rights, copyrights, trade secrets and other proprietary rights embodied therein.

ADDITIONAL PROVISIONS FOR CERTIFICATES OF DEPOSIT ("CD")

Term and Interest Rate:

The term, maturity date, interest rate and annual percentage yield of the Certificate of Deposit ("CD") will be provided to you when the CD is opened on the CD receipt. This interest rate will not change until the maturity date of the CD. The Bank uses the daily balance method to calculate the interest on the CD. This method applies a daily periodic rate to the balance in the CD each day. Interest is compounded daily. The annual percentage yield assumes that the interest will remain on deposit until maturity. A withdrawal will reduce earnings. When a CD is being automatically renewed, then the interest rate for the renewed CD will be the interest rate offered by the Bank on the renewal date of the CD for CDs of the same type and maturity period for which the CD is being renewed. You can call the toll free Signature Line at 1-866-sigline on the renewal date of your CD to obtain the interest rate and annual percentage yield that the Bank will pay for CDs of the type and term of your CD.

Minimum Balance:

The minimum balance requirement to open or renew a CD at the Bank is five thousand dollars ($5,000).

CD Deposit Receipt:

When opening or renewing a CD at the Bank you will not receive a certificate or passbook. You will be given a CD receipt that acknowledges the opening or renewal of a CD. The CD receipt will state the title of the CD, opening date, maturity day, CD opening balance, interest rate and annual percentage yield.

Crediting of Interest:

The interest will be earned from the day the CD is opened and will be credited at maturity if the term is 7 days and monthly and at maturity for all other terms. Interest will be reported to the IRS for the calendar year in which the interest is credited in accordance with IRS regulations.

Withdrawals:

If withdrawal of principal is made prior to maturity (known as an "Early Withdrawal"), a penalty as set forth in the section entitled EARLY WITHDRAWAL PENALTY shall be imposed with respect to the amount withdrawn and the Bank may require several days to process the request. If your CD was automatically renewed and has a term other than a 7-day term, then you may withdraw principal without penalty at any time between the maturity date of the CD and ten calendar days after the maturity date. However, no interest will be paid after the maturity date on amounts so withdrawn. If your CD has a 7-day term, then you can only withdraw the principal without penalty on the date the CD matures. In no event will the Bank permit a withdrawal prior to maturity if the funds are not available for withdrawal under the Bank's Funds Availability Disclosure that begins on page 32 of this Business Account Agreements and Disclosures Booklet. All early withdrawals are subject to the Bank's policy at the time the withdrawal is made. This policy may change at any time without notice.

Early Withdrawal Penalty:

If you make a withdrawal of principal prior to the maturity of the CD you will be charged a penalty. This penalty will be calculated by applying interest at the nominal (simple) interest rate being paid on the CD to the principal amount withdrawn for the number of penalty days as shown on the chart below for the CD's maturity period. The penalty days are based on the CD's maturity period, not on the length of time the funds withdrawn have remained on deposit. The amount of the penalty will be deducted from the principal on deposit in the CD if it exceeds the interest credited to and not withdrawn from the CD.

Maturity Period	Number of Days for Penalty Calculation
Seven Days	Seven
1 year (365 days or 366 days in a leap year) or less	Thirty
Greater than 1 year and less than 3 years	Ninety
3 years or more and less than 5 years	One Hundred Eighty
5 years or more	Three Hundred Sixty Five

Withdrawal of Interest:

Interest earned may not be withdrawn until credited. Interest that has been credited to the CD during the current maturity period is not subject to the Early Withdrawal Penalty if it is withdrawn. However, if the CD is renewed, all interest credited to the CD in the prior maturity period that has not been withdrawn becomes principal and will be subject to the Early Withdrawal Penalty unless withdrawn on the maturity date if the term is 7 days and withdrawn within ten (10) days after the CD is automatically renewed for all other terms.

Grace Period:

CDs with a term of 7 days do not have a grace period and CDs with any other term have a grace period of ten calendar days from the date the CD is automatically renewed in which you can close your CD or transfer your CD to another account without being subject to the Bank's Early Withdrawal Penalty. However, no interest will be earned during this grace period if the CD is not renewed.

Additional Deposits:

Additional Deposits may not be made to a CD except on the day the CD is renewed.

Automatic Renewal:

The CD shall be renewed automatically into a CD of the same type and term as the existing CD unless by the maturity date you provide the Bank with written instructions requesting a different disposition of your CD. If the Bank does not offer a CD of the same type with the same term, then the CD will be automatically renewed as a CD of the same type with a term equal to the nearest longer or nearest shorter term, at the discretion of the Bank. The renewed CD shall earn interest at the rate then in effect at the Bank for CDs of the same type and term. The Bank may, in its sole discretion, refuse to permit the CD to be automatically renewed on the maturity date in which event the Bank will provide you with written notice at least by the date the CD is renewed or thirty (30) days prior to the maturity date, whichever is later.

ADDITIONAL PROVISIONS FOR THE FOREIGN CURRENCY ACCOUNT

Foreign Currency Account:

Clients who have an Account maintained in U.S. Currency may open one or more Foreign Currency Accounts by signing an application for such Account and designating the Foreign Currency for such account. Such Foreign Currency Account shall be payable at the Financial Center of the Bank where the Foreign Currency Account is maintained, subject to the deposit and withdrawal limitations stated below. You understand that there is an element of risk associated to a Foreign Currency Account because the U.S. Dollar value of the Foreign Currency will fluctuate and may be worth more or less than the original amount deposited. All Foreign Currency is subject to the foreign country or foreign jurisdiction issuing that Foreign Currency to change the value of its currency.

Withdrawals & Deposits:

Deposits and withdrawals from the Foreign Currency Account may only be made in the Foreign Currency of that account and only by a Funds Transfer to or from the Foreign Currency Account. This Agreement includes all of the terms and conditions of the Bank's Funds Transfer Agreement to the same extent as if it was restated in this Agreement, except that the Foreign Currency Account will be maintained, and the Funds Transfer will be made, in the designated Foreign Currency for the Foreign Currency Account.

Fees, Charges & Set Off:

The Foreign Currency Account is subject to any fees and charges applicable to Foreign Currency Accounts and Foreign Currency Funds Transfers in addition to those fees and charges applicable to accounts and Funds Transfers in general. Such fees and charges may be included in the Bank's Business Accounts Fee Schedule or a separate fee schedule. Should the funds in the Foreign Currency Account be used to pay any fees or charges or as a set off of an amount owed the Bank or a Bank affiliate, then the Bank shall convert sufficient funds in the Foreign Currency Account to U.S. Dollars at the Exchange Rate in effect at the time of such payment or set off to cover the amount of such fees, charges or set off.

Substitution of Foreign Currency To Euro:

Should the foreign country that issues the Foreign Currency you designate for the Account substitute the Euro as its currency, then such substitution shall not affect the rights and responsibilities of the Bank and you under this Agreement and the Foreign Currency for the Account shall be converted to Euros unless that Foreign Currency is still available. In converting a Foreign Currency to Euros, the Bank shall use the rate of exchange recognized by the European Central Bank for the purposes of implementation of such substitution. If such substitution results in any loss, cost, expense or reduction in return to the Bank in providing services under this Agreement that the Bank has reasonably determined it would not have incurred or sustained if the substitution had not occurred, then you agree at the request of the Bank to compensate the Bank for such loss, cost, expense or reduction in return.

Contractual Currency:

Should you receive or recover, whether pursuant to this Agreement or a judicial proceeding, currency that is different from the currency required under this Agreement, such receipt or recovery shall discharge the obligation of the Bank

to deliver the currency required by this Agreement to the extent that you are able, in the ordinary course of business, to use such currency received to purchase at the prevailing exchange rate the amount of Foreign Currency the Bank was obligated to deliver under this Agreement. To the extent that the currency received will purchase a lesser amount of Foreign Currency than required under this Agreement, then the Bank shall pay you the difference. To the extent that the currency received will purchase a greater amount of Foreign Currency than required under this Agreement, then you shall pay the Bank the difference.

Your Representations:

You represent and warrant with respect to the Foreign Currency Account that (i) you are duly authorized to open and maintain a Foreign Currency Account in the Foreign Currency that you have designated for such account and perform Client's obligations under this Agreement; (ii) neither such Foreign Currency Account nor any obligations under this Agreement violates or conflicts with any applicable law or regulation, any of your governing documents, or any contractual agreement binding on you; (iii) all governmental or other consents that may be required have been obtained and are in full force and effect; (iv) your obligations under this Agreement are legally binding and enforceable except as may be affected by general principles of equity and bankruptcy and similar laws affecting the enforcement of creditor's rights generally; (v) you acknowledge that the dealings between you and the Bank are at arm's length and the Bank is not your agent, broker, advisor or fiduciary in any respect, even if the Bank or an affiliate might with respect to other transactions be an agent, broker, advisor or fiduciary; (vi) you have relied and will rely solely upon your own evaluation of maintaining the Foreign Currency Account and the Foreign Currency designated for such account, including the present and future results, consequences, risks, and benefits thereof, whether financial, accounting, tax, legal or otherwise, and upon advice of your own professional advisors; (vii) you understand the risks associated with maintaining a Foreign Currency Account in the designated Foreign Currency and have determined that such risks are appropriate for you and you willingly assume such risks; (viii) you have not relied and will not rely upon any evaluation or advice (including any recommendation, opinion, or representation) from the Bank or the Bank's affiliates, or their representatives or advisors; (ix) you are an "eligible contract participant" within the meaning of the Commodity Exchange Act, as amended, on each day the Account is maintained by you; and (x) you understand that exchange rates for Foreign Currencies are highly volatile and impossible to predict and that the value of a Foreign Currency can rise and fall substantially over short periods of time.

ADDITIONAL PROVISIONS

FDIC Insurance:

The Bank is a member of the FDIC; therefore, your Bank Deposit Accounts and your funds in the Escrow Account associated with the Monogram Money Market Funds Program Account at the Bank are added together and insured by the FDIC up to the maximum permitted by FDIC regulations. Your Non-deposit Investment Accounts, such as the Monogram Money Market Funds Program Account, are not insured or guaranteed by the FDIC.

Blocked or Restrained Accounts:

You agree that if your Account is restrained or blocked by legal process, court order or government action, then the Bank may remove the funds being restrained from the Account and place those funds in a control account for your benefit until the Account or those funds are no longer restrained or blocked. While those funds are in the control account, you agree that the funds will not earn any interest **unless required by law**.

Inactive and Dormant Accounts:

A Bank Deposit Account becomes inactive if it has not had any customer-generated activity for a period of 24 consecutive months. A Bank Deposit Account becomes dormant if it has had no customer generated activity for an additional six consecutive months, that is, a total of 30 consecutive months. If the Bank Deposit Account is a CD, then this period begins on the original maturity date of the CD or any later maturity date that you had authorized. Customer generated activity is defined as:

1. A deposit or withdrawal transaction, or
2. The bank receiving a signed document indicating that you, as someone who is entitled to the funds, are aware of the existence of the Account.

When a Bank Deposit Account is in inactive or dormant status, the Bank will reinstate it to active status when the Bank receives a signed, written acknowledgement of the account from you or someone legally able to act on your behalf.

Abandoned Accounts, Official Checks and Money Orders:

Each state has laws that govern when accounts are considered inactive or unclaimed ("Abandoned Period"), and when the Bank is required to send a customer's funds to the state. The Bank encourages you to make sure your accounts remain active so you receive regular statements, have the full use of your accounts, and avoid the potential of having your funds transferred to the state as unclaimed property. Generally, if none of the customer-generated activity listed above for an Account has occurred during the Abandoned Period, then the Bank Deposit Account may be deemed abandoned and the Bank may close the Bank Deposit Account and, if required, turn the funds over ("escheat") to the appropriate state abandoned property administrator. If the Bank Deposit Account is a CD, then this period begins on the original maturity date of the CD. Additionally, if you have purchased an Official Check or Money Order and the

Official Check or Money Order has not been presented for payment during the Abandoned Period, then the Official Check or Money Order may be deemed abandoned and the Bank may, if required, escheat to the appropriate state abandoned property administrator. The Bank will send you a letter in advance if your funds may be transferred to the state as unclaimed property. The Bank may impose a reasonable charge, which shall not be refundable, on an abandoned property to recover the cost related to, or incurred as a result of, the payment or delivery of abandoned property to the state. These charges may include the cost of certified mail, and a pro-rated share of advertising costs.

Note: Dormancy periods for determining actual escheatment requirements vary by the abandoned property laws of the individual states, and by type of property. The Bank is required to base the period for escheatment on the state of the client's last known address on the Bank's records, and that state's corresponding dormancy period.

Liens and Set-Off:

You give the Bank a continuing lien on any Account or other personal property of yours that is in the possession of either the Bank or any of the Bank's affiliates, including but not limited to bank deposits and securities. This lien shall be in the amount of any and all liabilities and obligations you may owe to the Bank or any of the Bank's affiliates whether such liabilities and obligations exist now or are incurred in the future. You agree that the Bank and its affiliates may set-off against your Accounts and may sell your personal property which is not an Account, by public or private sale at its discretion, and use the funds in such Account or the proceeds of such sale to satisfy such liabilities or obligations whether or not such liability or obligation is then in default or is subject to a contingency.

Bank's Right To Indemnification:

If the Bank believes in its sole discretion that any instruction from you, which 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 you satisfactory to the Bank before following such instructions.

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 you in the performance of any of your obligations under this Agreement; or (5) Bank's right to insist upon or to enforce performance by you of your 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.**

Limitation Of Bank's Liability:

You agree that in any litigation in which you 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 your sole right to any relief shall be limited to breach of contract. You 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 you, bad faith, breach of implied covenant or duty to act in good faith or deal fairly with you, breach of fiduciary duty, commercial unreasonableness, loss of business, loss of business opportunity or advantage. You further agree that, in no event, shall you 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 you 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. Notwithstanding the above, should the Bank be liable for a loss of interest, such interest shall be at the rate of interest paid by the Bank on the Account related to the loss and shall be limited to a maximum of 30 days.

Lawsuits:

You agree to commence any action or proceeding against Bank relating to this Agreement 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 this Agreement.

In any action commenced by Bank against you to enforce or protect Banks' rights hereunder, you (1) waive any objection you 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 you, and be deemed valid and sufficient, by mailing of a copy of the summons and complaint by first class mail to your address contained in Bank's records, whether or not, at the time of mailing, (i) such address is your current address; (ii) Bank knew or should have known of a current or better or other address for you; and (iii) whether or not such mailing actually is received by you. 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 action, litigation, proceeding to enforce a judgment, restraining order or other legal process or other legal proceeding related to an Account or an agreement in which you and/or the Bank are parties, whether commenced by you, the Bank or any other person or entity, and provided the Bank is not held at fault under a final determination in such proceeding, the Bank shall be entitled to recover from you 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 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 you and the Bank are in different positions, you agree that you will not claim that the Bank waited too long to make its claim or state its position and you agree not to make any claim against the Bank in the same legal proceeding if your claim does not involve the original claim in that legal proceeding.

Limitation on Your Time to Sue:

You **must** commence any legal action or proceeding against Bank with respect to any Account or this Agreement 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.

Jury Trial Waiver; Other Waivers:

YOU AGREE THAT IN ANY LITIGATION RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENT, IN WHICH BANK AND YOU SHALL BE ADVERSE PARTIES, THE ACTION AS BETWEEN YOU AND THE BANK SHALL BE TRIED BY THE COURT WITHOUT A JURY. **YOU 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, you 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 this Agreement or to any related agreement.

Burden of Proof and Duty to Mitigate:

In any litigation in which you and Bank are adverse parties, and you seek a recovery from Bank, you shall have and agree to bear the burden of proving your claim to relief and alleged actual and direct damages by clear and convincing proof and not merely a preponderance of proof. You agree to make all reasonable efforts, and will cooperate in good faith with Bank, to avoid or mitigate your alleged damages or loss.

Presumption of Bank Acting With Reasonable Care:

You 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 any duty of reasonable care shall be measured.

Applicable Laws:

You agree that the Account and this Agreement 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.

Attorney's Fees, Losses & Expenses:

You agree to pay all losses, costs, disbursements and expenses (including, without limitation, fees and expenses of attorneys, including those fees, costs and expenses allocated to the Bank's internal Legal Department, consultants and expert witnesses) incurred by the Bank relating to your Account as a result of (a) your failure to comply with this Agreement, (b) a dispute among the owners, beneficiaries, heirs or others claiming an interest to all or part of this Account, (c) any third party claim, notice or legal action whether or not such claim is legally enforceable, (d) any governmental or administrative investigation, (e) any action taken by the Bank to resolve or comply with such dispute, claim or investigation or to protect the Bank's interest or (f) any litigation, action, proceeding to enforce a judgment, restraining order or other legal process or other legal proceeding relating to an Account or to an agreement in which you and/or the Bank are parties, whether brought by you, the Bank or any other person or entity, unless the final determination of such proceeding holds the Bank at fault.

Recording:

The Bank, at its sole discretion, may but shall not be required to make recordings or retain such recordings of any telephone conversations between you and the Bank. Any such recordings that have been made and retained by the Bank shall be admissible in a court of law.

Loans:

An Account shall not be used to secure any loans made to you unless the Bank, in its sole discretion, gives its written consent.

Transferability:

The Account is not transferable or assignable, unless approved by the Bank, in its sole discretion and entered on the Bank's records.

Exchange of Information:

To the extent permitted by law and provided in the Bank's privacy notice, a copy of which has been given to you and is available at all Financial Centers, you authorize affiliates of the Bank to exchange information about you and all of your Accounts and all of any other accounts you have. You also authorize the Bank to disclose documentation and/or information about you or your Accounts in connection with Account transactions and in any other circumstances the Bank or its affiliates deem necessary or appropriate.

Termination of Account:

The Bank may at any time terminate an Account by mailing you a notice of termination to your address of record. Any checks drawn on such Account that has been presented to the Bank subsequent to such termination will be returned unpaid. If at any time the Account has a zero balance, then the Bank may automatically terminate the Account. At the time of the termination of an Account, or within a reasonable time thereafter, the Bank may, at your risk, mail to you at your address of record a check for the balance, if any, of such terminated Account.

Notices:

You agree that any notice you send to the Bank will only be effective if you send it to the Financial Center or department of the Bank conducting the transaction or transactions under this Agreement. Any notice to you shall be sufficient if the Bank sends it to you at your last known address appearing on the Bank's records.

Amendments:

The Bank reserves the right to amend this agreement at any time. Copies of the changes will be available to you at the Bank's financial centers.

Merger; Non-Reliance:

This Agreement sets forth the entire agreement and understanding of you and the Bank. All prior or contemporaneous promises, agreements and understandings, whether oral or written, are deemed to be merged into and included in this Agreement, and neither party is relying on any promise, agreement or understanding not set forth in this Agreement. You warrant that you have read or have had sufficient opportunity to have read this Agreement and to have consulted with counsel and/or experts of your own selection prior to opening an Account pursuant this Agreement. You specifically acknowledge that you are not relying on any advice, suggestion or guidance which Bank may have provided to you which, in any event, shall not be deemed legal advice or any advice, and shall not oblige the Bank or put the Bank at any risk whatsoever therefor. Bank also shall have no liability or responsibility for refusing to make any suggestion or provide any guidance which you request but which Bank declines to provide.

Construction - Paragraph Headings:

Paragraph headings are descriptive only and are not intended to, nor shall they have, substantive affect. The wording of each paragraph shall be binding and conclusive of the intent and agreement of the parties.

Grammar:

Use of the singular includes the plural and use of the plural includes the singular.

Continuance of Obligations:

Your obligations under this Agreement shall continue after the termination of this Agreement and/or your Accounts at the Bank and shall bind you and your administrators, successors, legal representatives and assigns. All rights, benefits, and privileges which Bank has or may have or come to have under this Agreement shall be and are extended to, conferred upon, and may be enforced by, the Bank's successors and assigns.

No Third-Party Benefits:

This Agreement confers no right or benefit upon any person other than you and Bank and your and the Bank's legal successors and permitted assigns.

Force Majeure:

Notwithstanding any other provision of this Agreement, the Bank shall not be liable for any failure to perform, inability to perform or delay in performing any obligation under this Agreement if such failure, inability or delay is due to or caused by legal or governmental constraint, interruption of transmission or communication facilities, unavailability of communication channels that may affect your access to the Internet or any equipment or device you use to access the Internet, equipment failure, act of God, war, civil disorder, terrorist acts, strikes, other industrial disturbances, fire, explosions, unusually severe weather conditions, emergency conditions or other events or circumstances that are beyond the Bank's reasonable control.

All Monogram Money Market Funds Program customers of the Bank, by signing an application for the Monogram Money Market Funds Program, or by purchasing or redeeming shares in one or more of the money market mutual funds made available through the Monogram Money Market Funds Program, agree to the following:

1. DEFINITIONS:

A. The word "Agreement" means the Monogram Money Market Funds Program Customer Agreement.

B. The word "Application" means the Business Client Profile and Application and related forms on which the Monogram Money Market Funds Program has been selected.

C. The word "ATM" means an automated teller machine.

D. The words "ATM Card" mean the card issued by the Bank, which you can use at an ATM located at the Bank's Financial Centers or that is part an ATM network to which the Bank belongs or in which the Bank participates, which is currently the Cirrus System, Inc. ("Cirrus®") network, that you have designated and the Bank in its sole discretion permits you to use to access your Program Account.

E. The words "Average Daily Value of Fund Shares" mean the average value of Fund shares held by you during the Statement Period which is determined by multiplying for each day in the Statement Period the N.A.V. for that day by the number of Fund shares owned by you that day, adding those amounts together and dividing the sum by the number of days in the Statement Period.

F. The word "Bank" means Signature Bank.

G. The words "Business Day" mean any day other than a Saturday, Sunday or Bank holiday.

H. The word "Check" means the checks given to you by the Bank that you can use to withdraw from your Program Account.

I. The words "Debit Card" mean the card issued by the Bank that you have designated and the Bank in its sole discretion permits you to use to access your Program Account.

J. The word "Distributor" means Fidelity Distributors Corporation with respect to the Fidelity Funds and Goldman Sachs & Co. with respect to the Goldman Sachs Funds.

K. The word "Dividends" means the total dividends and distributions paid in respect of Fund shares held by the Bank as your agent in your Program Account.

L. The words "Escrow Account" mean an escrow account established by the Bank to hold your funds pending the purchase of Fund shares for you as your agent.

M. The words "Fidelity Funds" mean those Funds stated in the Monogram Money Funds Program Details on the Business Accounts Fee Schedule for which the Distributor is Fidelity Distributors Corporation.

N. The word "Fund" means one or more of the money market mutual funds listed in the Monogram Money Market Funds Program Details on the Business Accounts Fee Schedule, which you have designated on the Application.

O. The words "Goldman Sachs Funds" mean those Funds stated in the Monogram Money Market Funds Program Details on the Business Accounts Fee Schedule for which the Distributor is Goldman Sachs & Co.

P. The words "Net Asset Value per Share" or "N.A.V." mean the amount computed by dividing the value of the Fund's net assets (i.e. the value of the Fund's assets less the Fund's liabilities) by the total number of shares outstanding.

Q. The words "Program Account" mean the special deposit or safekeeping account that you have established at the Bank to hold the Fund shares that you purchase in the Monogram Money Market Funds Program.

R. The words "Statement Period" mean the monthly period ending on the last calendar day of each month.

S. The words "Transfer Agent" mean Fidelity Investments Institutional Operations Company with respect to the Fidelity Funds and Goldman Sachs & Co. with respect to the Goldman Sachs Funds.

T. The words "you" and "your" mean each individual or entity such as a sole proprietorship, partnership, corporation, or association named on the Application and each person duly authorized to act for such individual or entity.

2. ACKNOWLEDGMENTS: You understand that the Fund shares in the Program Account:

- **Are not FDIC insured or guaranteed.**
- **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.**

You have received and examined carefully the prospectus of the Fund(s). You understand that the Distributor of Fund shares provides the prospectus, and that the Bank has forwarded the prospectus to you as a service.

You understand that the Bank is not affiliated with the Distributor, Manager, Investment Adviser or the Transfer Agent of the Funds. You understand that Fidelity Distributors Corporation is the Distributor for the Fidelity Funds, Fidelity Management & Research Company (FMR) is the Manager of the Fidelity Funds, Fidelity Investments Institutional Operations Company is the Transfer Agent for the Fidelity Funds, Fidelity

Investments Money Management, Inc. is the sub-adviser for the Fidelity Funds. You understand that Goldman Sachs & Co. is the Distributor and Transfer Agent for the Goldman Sachs Funds, and Goldman Sachs Asset Management, a unit of the Investment Management Division of Goldman Sachs & Co., is the Investment Adviser for the Goldman Sachs Funds.

Funds shares are not guaranteed or insured by the U.S. Government, Federal Deposit Insurance Corporation, or any other agency. Yield fluctuates and is not guaranteed. There is no assurance that the Funds will maintain a steady $1.00 per share price in the future. Not all of the Funds available in the Program offer tax-exempt dividends. Before investing, please consult your tax advisor concerning the taxability of dividends earned on these Funds.

You further understand that the funds maintained on your behalf in the Escrow Account pending purchase of Fund shares for you:
- **Are FDIC insured up to the maximum extent permitted by the applicable law.**
- **Is a deposit or other obligation of Bank.**

3. **ELIGIBILITY:** The Monogram Money Market Funds Program is available only to Bank clients purchasing or otherwise utilizing another non-securities Bank product or service, such as a Bank checking or other deposit account (other than the Escrow Account) or Bank loan product. By signing an Application for the Monogram Money Market Funds Program or by purchasing or redeeming shares in one or more of the money market mutual funds made available through the Monogram Money Market Funds Program, you represent and warrant to the Bank that you also purchase or otherwise utilize another non-securities Bank product or service.
4. **APPOINTMENT AS AGENT:** You appoint the Bank as your agent to effect transactions for you with the Fund, including purchases and redemptions of Fund shares, and to hold Fund shares purchased for you, as your agent, in your Program Account. You authorize the Bank to receive and maintain on your behalf in the Escrow Account those funds received from you for the purchase of Fund shares, pending purchase of Fund shares for you. You authorize the Bank at the close of business on each Business Day (i) to use any funds maintained on your behalf in the Escrow Account to purchase on your behalf Fund shares and (ii) to the extent that the Bank has received your instruction to sell (redeem) Fund shares on that Business Day, to sell a sufficient amount of Funds shares held in your Program Account to honor that instruction and to distribute the proceeds of such sale as prescribed in this Agreement. You understand that you will be the beneficial owner of Fund shares held for you in your Program Account. You understand that the Bank may establish minimums, maximums, limitations, restrictions and charges with respect to Fund share purchases and redemptions that are affected for you that may be in addition to or different from those stated in the Fund prospectus. You understand that certain Fund services provided in the Fund prospectus might not be available to you. The Bank will forward to you copies of annual and semiannual reports, proxy solicitation materials and other materials normally received by programs of the Fund, provided the Bank has received such materials from the Fund. You relieve the Bank of all liability if you do not receive any materials the Bank forwards to you. You understand that: (i) you will be able to purchase or redeem shares in the Fund through the Bank only in accordance with this Agreement, (ii) Dividends will be automatically reinvested by the Bank on your behalf in Fund Shares (iii) no stock certificates evidencing your interest in the Fund will be issued to you, and you will not be able to transfer or pledge shares of the Fund to any other person or entity. The Bank's duty of care to you shall be a duty of ordinary care only. The Bank shall act in good faith with respect to the funds maintained on your behalf in the Escrow Account, your Program Account and you. You agree to hold the Bank harmless from any liability or loss and to indemnify the Bank against any claim and related expense, including but not limited to attorney's fees and legal costs, and the receipt or maintenance of your funds in the Escrow Account arising from the purchase or redemption or sale of Fund shares for you or from any instructions you may give the Bank under this Agreement.
5. **MINIMUM AMOUNT OF FUND SHARES HELD IN PROGRAM ACCOUNT:** You understand that in order to purchase Fund shares pursuant to this Agreement, you must have on deposit a sufficient amount to make the minimum initial purchase of shares of the Fund you have chosen as stated in the Account Specific Fees & Minimums section on the Business Accounts Fee Schedule, if such minimum is stated in that section. If at any time the value of your shares in the Fund is less than the minimum amount as stated in the Account Specific Fees & Minimums section on the Business Accounts Fee Schedule, then the Bank may charge you a service charge provided in Section 20 of this Agreement or terminate the Program Account for that Fund in accordance with Section 16 of this Agreement.
6. **PURCHASE OF SHARES:** You can purchase Fund shares by: (a) delivering to the Bank cash or a check made payable to the Bank, or to you and endorsed by you and made payable to the Bank, together with instruction to purchase Fund shares, or (b) transferring money to the Bank from another account of yours at the Bank (i) with your ATM Card or Debit Card if the Bank in its sole discretion permits you to access such account with an ATM Card or Debit Card, or (ii) by telephone instruction to the Bank in accordance with this Section, or (iii) by a transfer initiated through the Bank's internet banking service or mobile banking service, (c) using your Bank ATM Card or Debit Card to place in the Bank's ATM cash or a check made payable to the Bank or to you and endorsed by you and made payable to the Bank together with instructions to purchase Fund shares, if the Bank in its sole discretion permits you to utilize the ATM Card or Debit Card for this purpose, or (d) transferring money to the Bank from an account of yours at a depository institution other than the Bank. The funds you provide to the Bank for the purchase of Fund shares will be maintained on your behalf in the Escrow Account. You may not deposit funds directly into the Program Account. After the close of

business on each Business Day, the cash balance maintained on your behalf in the Escrow Account will be used to purchase Fund shares. Under the Prospectus the Distributor has reserved the right to place limitations, both maximums and minimums, on the number of shares that may be purchased. If the Bank is unable to purchase shares on your behalf as a result of limitations placed by the Distributor or for any other reason, the funds you provided to the Bank for the purchase of Fund shares will remain in the Escrow Account until the purchase of Fund shares can be made or such funds are returned to you.

7. **REDEMPTION OF SHARES:** You can instruct the Bank to sell (redeem) your Fund shares by (a) telephone transfer from your Program Account to another account of yours at the Bank that can be accessed by such telephone transfers, (b) a transfer initiated through the Bank's internet banking service or mobile banking service, (c) using your Bank ATM Card or Debit Card at an ATM to make a withdrawal from your Program Account if the Bank in its sole discretion permits you to access your Program Account with an ATM Card or Debit Card and such card has been designated for access to your Program Account, (d) using a Check, (e) using a Program Account redemption form at any Bank Financial Center, or (f) transfer from your Program Account to an account of yours at a depository institution other than the Bank. Fund shares purchased with the proceeds of checks (see Section 6 above) may only be redeemed if the proceeds of such checks would have become available under the Bank's Funds Availability Disclosure found on page 32 of this Business Account Agreements and Disclosure booklet. Without limiting any rights the Bank may have under law or hereunder, Bank reserves the right to place a hold on the proceeds of checks (or funds arising from sale of Fund shares purchased with such proceeds) for the reasons permitted in the Bank's Funds Availability Disclosure. The number of Fund shares redeemed by the Bank will be equal to the amount of the redemption request divided by the public offering price of the Fund shares.

   On the day that you make a redemption request, the Bank will advance to you an amount equal to the proceeds of the redemption which amount will either be given to you in the form of cash or a check drawn on the Bank, or be credited to your account at the Bank or a depository institution other than the Bank that you designate. On the date the Bank receives the proceeds of such redemption, the amount of the redemption will be used to repay the Bank the amount previously advanced by the Bank to you or your account at the Bank or other depository institution. To protect the Bank with respect to such negative balance and if any account which you maintain with the Bank incurs an overdraft for any reason or if any other indebtedness owed to the Bank or an affiliate of the Bank is past due, then the Bank is authorized and directed to redeem a sufficient number of Fund shares to reimburse itself or its affiliate for such negative balance, overdraft or indebtedness. The Bank may collect any compensation, fees, charges or expenses due to the Bank in accordance with the terms of this Agreement by automatically, and without notice to you, redeeming a sufficient number of Fund shares held by the Bank on your behalf to pay such fees or charges.

8. **ATM CARDS AND DEBIT CARDS:** You can request the Bank to issue an ATM Card, if permitted by the Bank in its sole discretion, to you to be used to purchase Fund shares or to access your Program Account at ATMs. If you already have an ATM Card or Debit Card and the Bank in its sole discretion permits you to do so, then you can request the Bank to enable your ATM Card or Debit Card to be used to purchase Fund shares or to access your Program Account at ATMs. Once your ATM Card or Debit Card has been enabled by the Bank to purchase Fund shares or access your Program Account, your ATM Card or Debit Card is then subject to the Bank's agreement for such ATM Card or Debit Card and you can use you ATM Card or Debit Card to purchase Fund shares or to access your Program Account at ATMs as prescribed in Section 6 and Section 7 of this Agreement.

9. **CHECK PRIVILEGES:** The Bank will provide you with Checks for your Program Account that you can use to make payments to third parties and to affect redemption of your Fund shares. You agree that you will not draw any Check in an amount greater than the value of the Fund shares in your Program Account on which the Check was drawn. In the event that the Bank receives for payment a Check drawn by you in an amount greater than such value, you understand that the Bank may determine not to pay the Check and to return it unpaid.

10. **ADVANCES:** You understand that in order to facilitate your redemption of Fund shares in your Program Account, as a service to you, the Bank may in its sole and absolute discretion advance funds to you prior to redeeming or selling your Fund shares to cover Checks drawn on or withdrawals or transfers made from your Program Account. You pledge to the Bank, and grant to the Bank a security interest in your Program Account at any time, as well as the proceeds of the sale of such Fund shares, in connection with and to the extent of any such advances to you, whether the funds advanced to you are paid to you or paid to third parties pursuant to your Checks or other instructions. You understand that upon advancing funds to you the Bank will hold a sufficient number of your Fund shares to secure the advance in full until the Bank extinguishes the advance by redeeming your Fund shares. You grant to the Bank the right to take Fund shares in your Program Account as a set off against funds advanced to you under this Agreement, including any overdraft in your Program Account. This Agreement constitutes a security agreement under the New York Uniform Commercial Code.

11. **DIVIDENDS AND DISTRIBUTIONS:** In accordance with the Fund prospectus, your Fund shares will earn Dividends from the day the shares are purchased until the day prior to the date those shares are redeemed by the Bank on your behalf. You understand that in accordance with the Fund prospectus, all Dividends earned by and distributions made with respect to your shares in the Fund will be paid monthly. These Dividends will be automatically reinvested in additional Fund shares for you and added to your Program Account. If all your Fund shares are redeemed at any time during the month, then Dividends earned but not yet paid at the time of redemption will usually be paid on the last day of the month in which they were redeemed, and the Dividends will be deposited into your Program Account. If Dividends paid by the Fund are taxable as income by the federal, state or local government, then you understand that

these Dividends will have to be declared as income. The Bank will report to you the Dividends for each Fund for each calendar year after the end of that year.

12. **TELEPHONE INSTRUCTIONS:** You agree that the Bank may respond to telephone requests or instructions about funds maintained on your behalf in the Escrow Account or your Program Account from any person representing himself or herself to be you where the Bank reasonably believes the request or instructions to be made by you. You may transfer money to the Escrow Account or from your Program Account by telephone requests or instructions to the Bank using only the telephone number provided by the Bank for this purpose. You authorize the Bank, at its sole discretion, to record these telephone requests or instructions. You understand that the Bank will employ reasonable procedures, such as requiring a form of personal identification, to confirm that telephone requests or instructions are genuine. You agree that the Bank will not be liable for honoring any telephone requests or telephone instructions to transfer funds to or from the Escrow Account or purchase or redeem Fund shares from the Program Account that the Bank receives from any person the Bank reasonably believes to be you. Should there be an unauthorized purchase or sale of Fund shares, then the Bank shall, after receiving notice from you of such unauthorized purchase or sale and as soon as practicable, repurchase such Fund shares redeemed or sell such Fund shares purchased to the extent that you have not already directed the Bank to repurchase or sell those Fund shares. You agree that the Bank's records of such telephone transfers are binding on you and that the Bank reserves the right to refuse any telephone request or instruction to purchase or redeem Fund shares.
13. **PERIODIC STATEMENTS:** You have the right under the rules of the federal agencies to receive without additional charge a confirmation of each transaction in your Program Account. The federal agencies authorize the use of different arrangements with your consent. You consent to the Bank providing you with a periodic statement, in lieu of a confirmation of each transaction, for your Program Account. You will receive a periodic statement each Statement Period that will cover your Program Account. Each Statement Period the Bank will send you a periodic statement showing for the Statement Period among other information: the number and value of Fund shares in your Program Account on the first day and on the last day of the Statement Period, all fees, and for each transaction - the number of Fund shares involved, the price, whether the transaction was the payment or reinvestment of a dividend or other distribution. Purchase transactions are referred to on the periodic statement as "Purchases and Other Credits" and sales transactions are referred to on the periodic statement as "Redemptions and Other Debits". The transaction dates shown on the periodic statement are: a) for the purchase of Fund shares, the date the Bank receives funds from you for the purchase of Fund shares which purchase typically occurs the following Business Day and, b) for the redemption of Fund shares, the date we advance the funds to you for the redemption of Fund shares which redemption typically occurs the following Business Day. You understand that within fourteen calendar (14) days of receiving a periodic statement you must notify the Bank in writing of any error in the periodic statement and that, if you do not, the periodic statement shall be considered correct for all purposes.
14. **PROXIES:** You understand that the Bank will not vote any shares of the Fund that the Bank holds for you as your agent, except in accordance with your timely written instructions. The Bank will send you by mail all Fund proxy solicitation material and proxies that the Bank receives from the Fund. You are expected to return them promptly to the Bank with written instructions as to how the Bank should vote Fund shares held on your behalf. You relieve the Bank of any liability if proxies are mailed to you but do not reach you or are mailed by you to the Bank but the Bank is unable to comply with your instructions because they have not been received by the Bank or the Bank does not have a sufficient period of time after receiving the proxies to vote the proxies in accordance with your written instructions.
15. **FDIC INSURANCE; EFFECT OF BANK FAILURE:** The Escrow Account is an FDIC insured deposit account at the Bank and the Program Account is not an FDIC insured account. **Since funds maintained in the Escrow Account on your behalf are not used to purchase Fund shares typically until the Business Day after those funds are deposited to the Escrow Account (see Section 6), any funds maintained in the Escrow Account on your behalf at the time the Bank failed will remain in the Escrow Account and be insured by the FDIC in accordance with FDIC's regulations.** In the event of a Bank failure, you would have the right to the Fund shares held in the Program Account as owner of those Fund shares. Since Fund shares will not be redeemed typically until the Business Day following the receipt by the Bank of your instruction to redeem the Fund shares (see Section 7), Fund shares will remain in the Program Account as your asset until their redemption. However, in advancing the money to cover debits from your Program Account the Bank retains a security interest in Fund shares necessary to cover such advance (See Section 10).
16. **TERMINATION/REDEMPTION UPON TERMINATION:** You may terminate your Program Account by withdrawing from your Program Account an amount equal to the value of all of your Fund shares in the Program Account. If you terminate your Program Account while there are funds maintained in the Escrow Account on your behalf, the Bank will use those funds to purchase Fund shares and deposit them into your Program Account. If you terminate your Program Account before all of your earned Dividends have been paid by the Fund, then when those Dividends are paid, the Bank will deposit them into your Program Account. If you want to make additional purchases of Fund shares after you terminate your Program Account, then except as otherwise expressly provided in this Section you must submit a new Application to the Bank. The Bank may, at its discretion, terminate your Program Account at any time. Said termination shall become effective three (3) Business Days after the Bank has mailed to you a notice of termination addressed to you at your address as indicated on the Bank's records. Immediately upon termination, the Bank is authorized to redeem all of your Fund shares in your Program Account and forward to you a check for the proceeds of such redemption. If the Bank terminates your Program Account while there are funds maintained in the Escrow Account on your behalf, the

Bank will either will use those funds to purchase Fund shares and deposit them into your Program Account or return those funds to you in the same or a different check for the proceeds of the redemption of your Fund shares in your Program Account. If the Bank terminates your Program Account before all of your earned Dividends have been paid by the Fund, then when those Dividends are paid, the Bank will either deposit them into your Program Account or forward you a check for those paid Dividends. Any check to be forwarded to you pursuant to this Section will be sent to you by ordinary first class mail to your address as indicated on the Bank's records.

17. **AMENDMENTS - NOTICES:** The Bank may amend this Agreement in any respect at any time by mailing to you at your address appearing on the Bank's records a written notice of such amendment at least ten (10) calendar days prior to the effective date of said amendment (or such other period mandated by applicable law). Any notices required or permitted to be given to you under this Agreement shall be deemed given when mailed to your address appearing on the Bank's records.
18. **ASSIGNMENTS AND TRANSFERS:** You agree not to assign, transfer or pledge any right, title or interest you have in this Agreement, in funds maintained on your behalf in the Escrow Account, in your Program Account, or in any of your Fund shares without the Bank's prior written consent. The Bank may disregard any assignment, transfer or pledge which you have made without the Bank's prior written consent. The Bank may assign this Agreement, without your consent, to its broker-dealer affiliate, Signature Securities Group Corporation, or to any other entity. You will be notified of any assignment by the Bank.
19. **INTERRUPTION OF BUSINESS:** The Bank shall have no responsibility to you for any delay or failure to perform any obligation under this Agreement arising out of the delay or failure of the Fund or any third party to perform its obligation or arising out of any interruption of the Bank's, the Fund's or any third party's business due to acts of God, act of governmental authority, acts of public enemy or war, riots, fires, floods, civil commotions, insurrections, labor difficulties (including strikes and other work stoppages and slowdowns), severe or adverse weather conditions or other causes beyond the Bank's control.
20. **BANK'S COMPENSATION, FEES AND CHARGES:** You understand that the Bank may be entitled to receive compensation (including but not limited to any Fund "asset-based sales charge" and/or "service fee" calculated as provided for in the FINRA Rules of Fair Practice and paid under a plan adopted pursuant to Rule 12b-1 under the Investment Company Act of 1940, as amended) as a shareholder servicing agent as more fully described in the Fund prospectus. You also agree to pay the Bank the fees and charges set forth in the Account Specific Fees & Minimums section on the Business Accounts Fee Schedule.
21. **EXCHANGE OF INFORMATION:** To the extent permitted by law you authorize the Bank and any of the Bank's affiliates to exchange information about you, any funds maintained in the Escrow Account on your behalf, your Program Accounts and any other account you have. You also authorize the Bank to disclose documentation and/or information about you, any funds maintained in the Escrow Account on your behalf, or your Program Account in connection with the Escrow Account or Program Account transactions or in any other circumstances the Bank deems necessary or appropriate.
22. **LIMITATION OF BANK'S LIABILITY:** You agree that in any litigation in which you 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 your sole right to any relief shall be limited to breach of contract. You 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 you, bad faith, breach of implied covenant or duty to act in good faith or deal fairly with you, breach of fiduciary duty, commercial unreasonableness, loss of business, loss of business opportunity or advantage. You further agree that, in no event, shall you 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 you 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.
23. **LIEN AND SET OFF:** You give the Bank and its affiliates a continuing lien on any funds maintained in the Escrow Account on your behalf, any Fund shares in your Program Account or other accounts or personal property of yours which is in the possession of either the Bank or any of the Bank's affiliates, including but not limited to bank deposits and securities. This lien shall be in the amount of any and all liabilities and obligations you may owe to the Bank or any of the Bank's affiliates whether such liabilities and obligations exist now or are incurred in the future. You agree that the Bank and its affiliates may sell your Fund shares and your other personal property held by the Bank or any of the Bank's affiliates by public or private sale, at its discretion, and set-off against your funds maintained in the Escrow Account on your behalf, bank accounts or other accounts at the Bank or any of the Bank's affiliates and use the proceeds of such sale and the money in such accounts to satisfy your liabilities or obligations to the Bank and the Bank's affiliates whether or not such a liability or obligation is then in default or is subject to a contingency.
24. **LIMITATION ON YOUR TIME TO SUE:** You must commence any legal action or proceeding against Bank with respect to any Account or this Agreement within 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.

25. **LAWSUITS:** You agree to commence any action or proceeding against Bank relating to this Agreement 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 this Agreement. In any action commenced by Bank against you to enforce or protect Banks' rights hereunder, you (1) waive any objection you 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 you, and be deemed valid and sufficient, by mailing of a copy of the summons and complaint by first class mail to your address contained in Bank's records, whether or not, at the time of mailing, (i) such address is your current address; (ii) Bank knew or should have known of a current or better or other address for you; and (iii) whether or not such mailing actually is received by you. 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, litigation, proceeding to enforce a judgment, restraining order or other legal process or other legal proceeding relating to the Program Accounts, your funds in the Escrow Account or an agreement in which the Bank and/or you are parties, whether commenced by you, the Bank or any other person or entity, and provided the Bank is not held at fault under a final determination in such proceeding, the Bank shall be entitled to recover from you 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 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 you and the Bank are in different positions, you agree that you will not claim that the Bank waited too long to make its claim or state its position and you agree not to make any claim against the Bank in the same legal proceeding if your claim does not involve the original claim in that legal proceeding.
26. **ATTORNEY FEES, LOSSES & EXPENSES:** You agree to pay all losses, costs, claims, damages and expenses (including, without limitation, fees and expenses of attorneys, including those fees, costs and expenses allocated to the Bank's Legal Department, consultants and expert witnesses) incurred by the Bank relating to your Fund shares in the Program Account or to this Agreement as a result of (a) your failure to comply with the Agreement, (b) a dispute among the owners, beneficiaries, heirs or others claiming an interest to all or part of your Fund shares or your funds in the Escrow Account, (c) any third party claim, notice or legal action whether or not such claim is legally enforceable, (d) any governmental or administrative investigations, (e) any action taken by the Bank to resolve or comply with such dispute, claim or investigation or to otherwise protect the Bank's interest or (f) any litigation, action, proceeding to enforce a judgment, restraining order or other legal process or other legal proceeding relating to your Fund shares, your funds in the Escrow Account, this Agreement or any other agreement in which you and/or the Bank are parties, whether brought by you, the Bank or any other person or entity, unless the final determination of such the Bank at fault.
27. **BLOCKED OR RESTRAINED ACCOUNT:** You agree that if your Program Account is restrained or blocked by legal process, court order or government action, then the Bank may redeem the Funds shares in the Program Account being restrained or blocked and place the proceeds of such redemption in a control account for your benefit until the Program Account, those Fund shares and the proceeds of those Fund shares are no longer restrained or blocked. While the proceeds of the Fund shares are in the control account, you agree that the Fund shares will not earn any Dividends and the proceeds of the Fund shares will not earn and any interest or dividends.
28. **BANK'S RIGHTS:** You agree that the Bank shall not be responsible as a result of any delay or failure to purchase or redeem Fund shares on your behalf, provided the Bank has acted in good faith. You agree that the Bank shall be deemed to have acted in good faith and used ordinary care and shall not be liable to you for any forgery of your signature or any alteration if the forgery of your signature or the alteration is not readily apparent and recognizable to an ordinary bank employee. Nothing the Bank does or delays in doing will amount to a waiver of any of its rights unless it so states in a signed writing. The failure of the Bank to demand its rights on any one occasion will not be a waiver of any of those rights on any other occasion.
29. **JURY TRIAL WAIVER; OTHER WAIVERS:** YOU AGREE THAT IN ANY LITIGATION RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENT, IN WHICH BANK AND YOU SHALL BE ADVERSE PARTIES, THE ACTION AS BETWEEN YOU AND THE BANK SHALL BE TRIED BY THE COURT WITHOUT A JURY. **YOU 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, you 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 this Agreement or to any related agreement.
30. **BURDEN OF PROOF AND DUTY TO MITIGATE:** In any litigation in which you and Bank are adverse parties, and you seek a recovery from Bank, you shall have and agree to bear the burden of proving your claim to relief and alleged actual and direct damages by clear and convincing proof and not merely a preponderance of proof. You agree to make all reasonable efforts, and will cooperate in good faith with Bank, to avoid or mitigate your alleged damages or loss.
31. **BANK'S RIGHT TO INDEMNIFICATION:** If the Bank believes in its sole discretion that any instruction from you, which 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 you satisfactory to the Bank before following such instructions.

32. **PRESUMPTION OF BANK ACTING WITH REASONABLE CARE:** You 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 any duty of reasonable care shall be measured.
33. **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 you in the performance of any of your obligations under this Agreement; or (5) Bank's right to insist upon or to enforce performance by you of your 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.
34. **ABANDONED PROGRAM ACCOUNTS:** Each state has laws that govern when accounts are considered inactive or unclaimed ("Abandoned Period"), and when the Bank is required to send a customer's funds to the state. A Program Account is deemed abandoned if it has not had any customer generated activity for the Abandoned Period. Customer-generated activity is defined as: a purchase or redemption of Fund shares, or the Bank receiving a signed document indicating that you are, or the person the Bank determines is entitled to the shares in the Program Account is, aware of the existence of the Program Account. If a Program Account is deemed abandoned, then the Bank may close the Program Account and, if required, turn the Fund shares in the Program Account over ("escheat") to the appropriate state abandoned property administrator. Additionally, if in redeeming your fund shares you have purchased an Official Check or Money Order and the Official Check or Money Order has not been presented for payment for during the Abandoned Period, then the Official Check or Money order may be deemed abandoned and the Bank may, if required, escheat to the appropriate state abandoned property administrator. The Bank encourages you to make sure your accounts remain active so you receive regular statements, have the full use of your accounts, and avoid the potential of having your funds transferred to the state as unclaimed property. The Bank will send you a letter in advance if your funds may be transferred to the state as unclaimed property. The Bank may impose a reasonable charge, which shall not be refundable, on an abandoned property to recover the cost related to, or incurred as a result of, the payment or delivery of abandoned property to the state. These charges may include the cost of certified mail, and a pro-rated share of advertising costs. Note: Dormancy periods for determining actual escheatment requirements vary by the abandoned property laws of the individual states, and by type of property. The Bank is required to base the period for escheatment on the state of the client's last known address on the Bank's records, and that state's corresponding dormancy period.
35. **OBLIGATION OF OTHERS:** Your obligations under this Agreement will also be binding on your heirs, executors, legal representatives, successors and assigns.
36. **SEVERABILITY:** If any provision in this Agreement proves to be unlawful, it shall not affect the enforceability of any other provision.
37. **GOVERNING LAW:** This Agreement is to be governed by, and interpreted in accordance with, the laws and regulations of New York State, except where Federal laws and regulations apply. You agree that the checks used to purchase Fund shares and the Checks provided by the Bank for you to use to redeem Fund shares will be governed by applicable federal and state laws and regulations, including, but not limited to, the Uniform Commercial Code and Federal Reserve Board regulations, and by the rules and regulation of any clearinghouse used to clear those checks.
38. **OTHER AGREEMENTS:** The Escrow Account and Program Account are also subject to the applicable terms of the Business Bank Deposit Account Terms and Conditions that apply to the Signature Flat Fee Business Checking. In addition, you agree that the Escrow Account associated with your Program Account, including the deposit of funds to the Escrow Account and the subsequent use of those funds to purchase Fund shares for your Program Account, shall be subject to the Bank's terms and conditions governing the Escrow Account as may be provided to you from time to time. Furthermore, with respect to the processing of check and other deposits to the Escrow Account, the Escrow Account shall be considered a "Bank Deposit Account" under the Business Bank Deposit Account Terms and Conditions for the sole purpose of establishing the Bank's rights with respect to the processing of such deposits to the Escrow Account. The Program Account also shall be considered a "Bank Deposit Account" under the Business Bank Deposit Account Terms and Conditions for the sole purpose of defining the rights of the Bank with respect to the processing of Checks written to instruct the Bank to sell Fund shares from your Program Account.

Each corporation, partnership, sole proprietorship, unincorporated association, trust, estate or other business entity that applies for, or requests a Signature Bank Debit Card or ATM Card and/or uses a Signature Bank Debit Card or ATM Card agrees to the provisions of this Business ATM Card and Debit Card Agreement.

1. **DEFINITION:**
   - **A.** The word "Agreement" means this Business ATM Card and Debit Card Agreement.
   - **B.** The word "ATM" means an automated teller machine.
   - **C.** The words "ATM Card" mean the card issued to you by the Bank that you can use to access your Deposit Accounts, Credit Line and/or Monogram Money Market Funds Program Accounts at a Bank ATM or an ATM in the ATM System and includes any card that the Bank issues to replace the ATM Card.
   - **D.** The words "ATM System" or "System" mean the ATMs that are part of the Cirrus System Inc. ("Cirrus®") network.
   - **E.** The words "Bank", "we", "us" and "our" mean Signature Bank.
   - **F.** The words "Bank ATMs" mean ATMs located at the Bank's Financial Centers or at other locations that are owned or leased by the Bank.
   - **G**. The words "Business Day" mean any day other than a Saturday, Sunday or a Bank holiday.
   - **H.** The words "Credit Lines" mean any credit line you have, or in the future have, at the Bank that has been designated as a credit line that can be accessed by your ATM Card or Debit Card.
   - **I.** The words "Debit Card" mean the card issued to you by the Bank that you can use to access (i) your Deposit Accounts, Credit Lines and/or Monogram Money Market Funds Program Accounts at a Bank ATM, (ii) your Primary Checking Account, Primary Savings Account and/or Primary Credit Line at an ATM in the ATM System, and (iii) your Primary Checking Account at a POS Terminal in the MasterCard® or Maestro® networks.
   - **J.** The words "Deposit Account(s)" mean any deposit account(s) you have, or in the future have, at the Bank that can be accessed by your Debit Card or ATM Card.
   - **K.** The words "Monogram Money Market Funds Program Account" mean the non-FDIC insured investment account that you have 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, which account holds shares purchased by the Bank for you as your agent and which account has been designated by you for access by your ATM Card or Debit.
   - **L.** The word "PIN" means a personal identification number that has been or will be issued to you to use with your ATM Card or Debit Card and which you must have to use your ATM Card or Debit Card at an ATM or to use your Debit Card at a POS for a debit transaction and includes any personal identification number that replaces your PIN.
   - **M.** The words "POS" or "Point of Sale" mean a system that lets you use your Debit Card to purchase goods or services from merchants by automatically deducting the amount of such purchase from your Primary Checking Account.
   - **N.** The words "Primary Checking Account" mean the Deposit Account that is a checking account, NOW account or Monogram Managed Account which you have designated for access by your ATM Card or Debit Card at an ATM in the ATM System or by your Debit Card at a POS in the MasterCard® or Maestro® networks
   - **O.** The words "Primary Credit Line" mean the Credit Line that you designate as your Credit Line that can be accessed at an ATM in the ATM System.
   - **P.** The words "Primary Savings Account" mean (i) the Deposit Account that is a savings or Monogram Insured Money Market Account or (ii) the Monogram Money Market Funds Program Account that you have designated as the Savings Account and (iii) that can be accessed by your Debit Card or ATM Card at an ATM.
   - **Q.** The words "you" and "your" mean the corporation, partnership, sole proprietorship, unincorporated association, trust, estate or other business entity that applies for, accepts, or uses a Debit Card or ATM Card.

2. **ACCOUNT ACCESS AND TRANSACTION LIMITS:**

   (A) Account access. You may use your ATM Card or Debit Card to access those Deposit Accounts, Credit Lines or Monogram Money Market Funds Program Accounts which you have designated on your ATM Card or Debit Card application for the following transactions up to the limits in the section entitled "Transaction Limitations":

   (i) At ATMs in the ATM System you may make (a) withdrawals from your Primary Checking Account, your Primary Savings Account or Primary Credit Line, (b) inquiries as to Deposit Account balances or available balance on your Primary Credit Line, (c) transfers between your Primary Checking Account and your Primary Savings Account or from your Primary Credit Line to either your Primary Savings Account or your Primary Checking Account and (d) redeem your mutual funds shares held by the Bank on your behalf in your Monogram Money Market Funds Program Account if your Monogram Money Market Funds Program Account is your Primary Savings Account. Some of these services may not be available at all of the ATMs in the ATM System.

(ii) At Bank ATMs you may make (a) withdrawals from Deposit Accounts or Credit Lines, (b) inquiries as to Deposit Account balances or available balances on Credit Lines, (c) transfers between Deposit Accounts or between Credit Lines and Deposit Accounts, (d) deposits to Deposit Accounts or payments on a Credit Line by placing checks, cash (bills only, no coin), or both in a deposit envelope, (e) redeem your mutual fund shares held by the Bank on your behalf in your Monogram Money Market Funds Program Account and (f) request the Bank to purchase mutual fund shares on your behalf to be held in your Monogram Money Market Funds Program Account by placing check, cash (bills only, no coin) or both in a deposit envelope.

(iii) At any POS terminal in the MasterCard® or Maestro® networks you may use your ATM Card or Debit Card to pay for goods or services and charge such purchase to, or to withdraw cash from, your Primary Checking Account.

(iv) At any merchant that accepts MasterCard® credit cards you may use your Debit Card to pay for goods and services sold by the merchant and charge such purchase to your Primary Checking Account provided an authorization receipt is signed.

(B) Transaction Limitations. Withdrawals at an ATM or a POS or purchases at a POS may not exceed $1,000 each Transaction Period. If you request the Bank to permit a larger transaction limitation and the Bank agrees to increase this limitation, then you agree that notwithstanding any other provision in this Agreement the Bank will not be liable for any ATM, POS or other transaction using, or purporting to use, your ATM or Debit Card, even if that transaction was not authorized by you. A Transaction Period is the period of time from approximately 12:00 A.M. from one Business Day to approximately 12:00 A.M. of the following Business Day. For example, from approximately 12:00 A.M. on Friday to approximately 12:00 A.M. on the following Monday (assuming no holidays) is considered one Transaction Period. Deposits and payments made at a Bank ATM before 3:00 P.M. on any Business Day will be credited to your Deposit Account or Credit Line as of that Business Day. Deposits and payments made at a Bank ATM after 3:00 P.M. on a Business Day or on a day that is not a Business Day will be credited as of the next Business Day. Request made at a Bank ATM to purchase or redeem mutual fund shares made before 3:00 P.M. on any Business Day will be made on that Business Day. Request made at a Bank ATM to purchase or redeem mutual fund shares made at an ATM after 3:00 P.M. on a Business Day or on a day that is not a Business Day will be made as of the next Business Day. All deposits, payments and purchases are subject to our proof and verification. Any difference between the amount of your deposit, payment, redemption or purchase and the amount stated on your deposit slip will be handled in accordance with standard Bank procedures.

You may request the Bank to permit a larger transaction limitation and the Bank may agree to increase this limitation on your ATM/Debit Card. You agree that notwithstanding any other provision in this Agreement the Bank will not be liable for any ATM, POS or other transaction using, or purporting to use, your ATM or Debit Card, for any transaction amount, even if that transaction was not authorized by you.

3. **SECURITY PROCEDURES AND LIABILITY:** YOUR ATM CARD OR DEBIT CARD CANNOT BE USED AT ANY BANK ATM OR ANY ATM IN THE ATM SYSTEM AND YOUR DEBIT CARD CAN NOT BE USED AT ANY POS IN THE MASTERCARD® AND MAESTRO® NETWORKS UNTIL YOU RECEIVE A PIN AND YOU ACTIVATE YOUR ATM CARD OR DEBIT CARD. Your PIN acts as your signature at the ATM and at a POS when used for a debit transaction. The use of a PIN known only to you is the security procedure used by the Bank to verify that the ATM Card or Debit Card transaction has been properly authorized. You agree that the use of a PIN is a commercially reasonable security procedure for the ATM Card and Debit Card when used by you at an ATM and for the Debit Card when used by you at a POS for a debit transaction. For your protection, you should memorize your PIN and not keep any notation of your PIN on or with your ATM Card or Debit Card. Your ATM Card or Debit Card is for your business use only. You agree to keep your ATM Card and Debit Card in a safe and secure place and not to give your ATM Card, Debit Card or PIN to anyone not authorized by you to use it or allow your ATM Card, Debit Card or PIN to get into the possession of anyone not authorized to use it. You agree to require anyone you authorize to use the ATM Card or Debit Card to follow these same procedures with respect to the ATM Card, Debit Card and PIN. You agree that you will be solely responsible for any amount withdrawn or transferred from your Deposit Accounts, Credit Lines or Monogram Money Market Funds Program Accounts by anyone using, or purporting to use, your ATM Card, Debit Card or PIN. **If you request a Debit Card, then you agree and acknowledge that the Debit Card can be used without a PIN at a POS through the selection of credit transaction and signing an authorization slip. You understand that when a Debit Card is used at a POS in this manner, the Bank has no way of verifying whether the signer of the authorization slip has been authorized by you to use the Debit Card. You understand and agree that it will be your sole responsibility to ensure that the Debit Card is only used by someone authorized by you to use it, that you will be liable for all transactions in which a Debit Card was used at a POS through the selection of credit transaction and signing an authorization slip and that you will not claim that any such use was unauthorized even if the signer of the authorization slip is not an authorized signer on the Debit Card or on the account at the Bank that has been accessed by the Debit Card or is not otherwise authorized by you. If assuming this risk and liability is not acceptable to you, then you agree to request that the Bank issue you an ATM Card instead of a Debit Card.**

4. **LOST OR STOLEN ATM CARD OR DEBIT CARD:** Call us AT ONCE if you believe your ATM Card, Debit Card or PIN has been lost or stolen or is in the possession of someone not authorized to have or use it. You could lose all the money in your Deposit Account and Monogram Money Market Funds Program Accounts plus an amount equal to your maximum Credit Lines if you don't immediately report such loss, theft or unauthorized possession or if we do not have sufficient time to block your ATM Card or Debit Card once you do report it as being lost, stolen or in someone's possession without authorization and to prevent the unauthorized use of your ATM Card or Debit Card. If your Deposit Account, Credit Line or Monogram Money Market Funds Program Account statement shows transactions that you did not make, tell us at once in order to prevent future unauthorized transactions and in no event later than 14 days after the statement was mailed or made available to you.
5. **ADDRESS AND TELEPHONE NUMBER FOR LOST OR STOLEN CARD OR UNAUTHORIZED TRANSFERS:** If you believe that someone has transferred or may transfer money from your Deposit Account(s), Monogram Managed Account(s), Monogram Money Market Funds Program Account(s) and/or Credit Line(s) without your permission, call toll free: 1-866-sigline. To report a lost or stolen Card call toll free 1-866-sigline, select Option 5, then Option 1 at any time. You may also write the Bank at:

   Signature Bank
   565 Fifth Avenue, 8th Floor
   New York, New York 10017
   Attention: Bank Operations

6. **CHARGES & FEES:** The fees for ATM Cards and Debit Cards are stated in the Bank's Schedule of Services and Fees for Businesses. There is no charge by the Bank for using your ATM Card or Debit Card at an ATM or POS, except for a currency conversion fee when you use an ATM or POS in a foreign country to obtain foreign currency or make a purchase. In addition, the provider of the ATM or POS might charge you a fee. The Bank also has minimum balance requirements and charges that apply to the Deposit Accounts, Monogram Money Market Funds Program Accounts and Credit Lines whether or not a Debit Card or ATM Card can access those accounts.
7. **DOCUMENTATION OF TRANSACTIONS:**
   (A) ATM & POS Transactions. You can get a receipt at the time you make any transaction at a Bank ATM, an ATM in the ATM System or a POS in the MasterCard® and Maestro® networks. If there is a conflict between the receipt and the Bank's records, the Bank's records shall be deemed to be correct.
   (B) Periodic statement. You will get a monthly statement for each Deposit Account, Monogram Money Market Funds Program Account and Credit Line that can be assessed by your ATM Card or Debit Card and that statement will show your ATM Card and Debit Card transactions for the period covered by the statement.
8. **DELAYED OR INCOMPLETE ATM CARD OR DEBIT CARD TRANSACTIONS:** If an ATM Card or Debit Card transaction you attempt to make is not made or completed or was delayed, we will not be liable to you except for direct losses to you that were directly and solely the result of our gross negligence. In no event will the Bank be liable for the following:
   - If the transaction would exceed the available credit on your Credit Line, the available funds in your Deposit Account or Monogram Funds Program Account or the limits stated in this Agreement.
   - If the ATM where you were making an ATM withdrawal does not have enough cash.
   - If the ATM, ATM System, POS, MasterCard® network or Maestro® network is not working properly.
   - If circumstances beyond our control (such as fire or flood) prevent the transaction.
   - There may be other instances where we will not be liable that are stated in the Deposit Accounts, Credit Lines and Monogram Money Market Funds Program Accounts agreements between you and the Bank.
9. **ERRORS OR QUESTIONS ABOUT YOUR ATM CARD OR DEBIT CARD TRANSACTIONS**: Call the telephone number on your account statement or 1-866-sigline as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You may also write to us at the Bank at: Signature Bank, Bank Operations, 565 Fifth Avenue, 8th Floor, New York, New York 10017. We must hear from you no later than 14 days after we sent or made available the FIRST statement on which the problem or error appeared. Tell us your name and account number (if any); describe the error or transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and tell us the dollar amount of the suspected error or questioned transaction. If you tell us orally, we may require that you send us your complaint or question in writing. If you are reporting an error, we will investigate and when we complete our investigation we will correct any error that we determine has been made.
10. **OTHER RULES:** ATM Card and Debit Card transactions will also be subject to the Bank's agreements for each Deposit Account, Credit Line and Monogram Money Market Funds Program Account to or from which such a transaction can be made.
11. **AMENDMENTS:** The Bank may change this Agreement at any time by posting a notice of such change in its Financial Centers or sending you or making available to you a notice of such change.
12. **CANCELLATION:** The Bank may cancel or revoke your ATM Card, Debit Card and/or PIN or all or part of this Agreement without prior notice to you. You agree to immediately return the ATM Card or Debit Card to the Bank if that card is cancelled.
13. **WAIVER:** The Bank shall not be deemed to have lost any of its rights because they have not been exercised.

14. **INVALIDITY OF ANY PROVISION:** If any provision stated in this Agreement or in any applicable Deposit Account, Monogram Money Market Funds Program Account or Credit Line agreement is held to be unenforceable, the remaining provisions shall remain in effect.
15. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New York and applicable federal laws.
16. **LIMITATION OF BANK'S LIABILITY:** You agree that the Bank shall be liable only for damages which are the direct result of the Bank's gross negligence or willful misconduct. In no event shall the Bank be liable for special, punitive, indirect or consequential damages, 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.

Introduction

This Disclosure Statement provides information, which you should use to determine when funds deposited in your Signature Bank deposit accounts will be available for withdrawal. While Signature Bank's policy is to make funds available in an expeditious manner, it takes time before we are able to collect funds from your deposit and there are certain delays before deposited funds are available to you. The period of time varies with, among other things, the type of deposit and the location of the bank on which a check deposited into your account is drawn. During the delay you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and the following holidays: January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, the fourth Thursday in November, or December 25. If January 1, July 4, November 11, or December 25 fall on a Sunday, the next Monday is not a business day. If you make a deposit before 4:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 P.M., or on a day that is not a business day, we will consider that the deposit was made on the next business day we are open. Funds mailed to Signature Bank are considered deposited on the business day they are received by Signature Bank. Funds deposited to a night depository, lock box or similar facility (other than Signature ATMs) are considered deposited on the day on which the deposit is removed from such facility and is available for processing by Signature Bank.

Signature ATMs: If you make a deposit to a Signature ATM before 3:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 P.M., or on a day that is not a business day, we will consider that the deposit was made on the next business day we are open.

Please note that a check you deposit may be returned unpaid after we have made the funds available to you. If this happens, the amount of the returned check will be deducted from your account balance, and there will be a service charge.

Same-Day Availability

Funds from the following deposits are available on the day of your deposit:

- Cash made in person to one of our employees.
- Wire transfers.
- Electronic Direct Deposits, such as social security benefits and payroll payments.

Next-Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit provided the deposit is made to an account of the payee:

- U.S. Treasury checks.
- Checks drawn on Signature Bank.*
- Federal Reserve Bank checks, Federal Home Loan Bank checks, postal money orders, and travelers checks.
- New York and Connecticut State and local government checks using a special deposit slip available upon request at Signature Bank's Financial Centers. **
- Cashier's, certified, and teller's checks using a special deposit slip available upon request at Signature Bank's Financial Centers. **

* Checks drawn on Signature Bank are not required to be deposited into an account of the payee for next-day availability.
**Special deposit slips may be used to deposit these checks by mail or at non-staffed facilities, such as Signature Bank's ATM's.

Other Check Deposits

The following chart will show you when funds from these checks will be available.

When funds are available:	When funds are available if a deposit is made on a Monday (assuming no holidays)
$200 on the first business day after the day of your deposit.	Tuesday
An additional $400 for cash withdrawal at or after 7:30 AM on the second business day after the day of your deposit.	Wednesday

Funds to pay checks you have written to others on the second business day after the day of your deposit.	Wednesday
Remaining funds on the third business day after the day of your deposit.	Thursday

Cash-Withdrawal Limitation

The first $200 from a deposit of checks will be available on the first business day after the day of your deposit for a cash withdrawal or to pay checks you have written to others. All of the remaining funds will be available on the second business day after the day of your deposit to pay checks you have written to others.

An additional $400 of the deposit may be withdrawn in cash at or after 7:30 A.M. on the second business day after the day of your deposit. All of the remaining funds will be available for cash withdrawal on the third business day after the day of your deposit.

For example, if you deposit a check of $700 on a Monday, $200 of the deposit is available on Tuesday to pay checks to others and to withdraw in cash. The rest is available to pay checks on Wednesday. At or after 7:30 A.M. on Wednesday, you may withdraw another $400 of the deposit in cash and you may withdraw the rest in cash on Thursday.

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $25,000 on any one day (Other than checks subject to Next-Day Availability).
- There is an emergency, such as failure of communications or computer equipment.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.

If on any one business day you deposit checks (other than checks subject to Next-Day Availability) totaling more than $25,000, then the first $25,000 of such checks will be available to you according to our general policy as stated in this Funds Availability Disclosure. The amount of such checks in excess of $25,000 will be available to you one business day later than stated in our general policy. For example, with respect to such checks that represent deposits over $25,000 made on a business day, the funds will become available to pay checks in 3 business days and for cash withdrawals in 4 business days.

We will notify you if we delay your ability to withdraw funds for any of the reasons stated above (other than the reason stated in the preceding paragraph), and we will tell you when the funds will be available. They will generally be available no later than the sixth business day after the day of your deposit.

Holds on Other Funds (Check Cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

Hold on Other Funds (Other Account)

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Special Rules for New Accounts

☐ If you are a new customer and this box is checked and initialed by a Signature employee, the following special rules will apply during the first 30 days your account is open.

Funds from the deposit of cash, wire transfers and electronic direct deposits will be available on the day of your deposit. The first $5,000 of a day's total deposits of Federal Reserve Bank checks, Federal Home Loan Bank checks, postal money orders, cashier's, certified, teller's, travelers, and New York and Connecticut State and local government checks will be available on the first business day after the day of your deposit. You must use a special deposit slip to obtain the availability described in this paragraph for cashier's checks, certified checks, teller's checks, New York and Connecticut State and local government checks. The excess over $5,000 of these checks will be available on the fifth business day after the day of your deposit. Funds from deposits of other checks will be available on the sixth business day after the day of your deposit.

Each client of Signature Bank ("Bank") by requesting or instructing that the Bank transfer funds from or to an account at the Bank by wire or other electronic means ("Funds Transfer") or making or receiving a Funds Transfer agrees to this Funds Transfer Agreement ("Agreement") between Signature Bank ("Bank") and such client ("Client") which describes the terms and conditions upon which the Bank agrees to make Funds Transfers. Other Agreements means all of those agreements in effect from time to time between Bank and Client governing Client's use of any electronic communication system of Bank, each software license or sublicense agreement, master control agreement or use agreement pursuant to which Bank or any other person has licensed or permitted Client to use any electronic communication system of Bank and any software in connection therewith.

1. AUTHORITY TO TRANSFER FUNDS: The Bank is authorized to honor, execute and to charge the Client's account(s) which have been designated by Client in the Funds Transfer Application ("Application") and accepted by Bank ("Authorized Account") in and according to Funds Transfer instructions ("Payment Order") by Client to the Bank to pay, or cause another bank to pay, a specific amount of money to a designated beneficiary. Payment Orders may only be made from the Private Client Group at the Bank maintaining Client's account ("PCG") unless special arrangements involving other currencies have been made by Client with the Client's account officer. If the Bank determines to act upon Client's Payment Order, it shall do so at such time as it in its sole discretion shall determine.

2. INITIATING PAYMENT ORDERS: a) The Client may provide the Bank with Payment Orders in person or by telephone, fax, messenger or e-mail to the PCG at the Bank maintaining Client's accounts ("Offline Access"), by using the Bank's internet banking service ("Online Access"), or by using certain third-party messaging services, as may be permitted by the Bank ("Third Party Messaging Services"). The PCG will provide to the Client the PGC's fax and/or telephone numbers and /or e-mail addresses to be used for Offline Access upon accepting the Client's Application. Should the Client send a Payment Order to the Bank in any manner other than Online Access or Offline Access, then such Payment Order may not be acted upon, may be acted upon after a delay or may contain incorrect information. The Bank will have no liability with respect to such consequences and the Client shall assume all responsibility and liability for such consequences.

b) The Bank is not required to act upon any instruction or notice received from the Client or any other person, including without limitation any instruction as to the time or means of, or Funds Transfer system to be used in executing or paying, a Payment Order or, except, as otherwise expressly provided in this Agreement, to provide any notice or advice to the Client or any third person.

c) The Bank may rely upon the information provided in the Payment Order to make such payment and any errors in that information, including the misidentification of the beneficiary(ies) and/or the beneficiary bank, incorrect or inconsistent account names and numbers and misspellings, are the Client's sole responsibility. Client expressly understands and accepts the increased risk that an unintended person or entity may obtain payment or the benefit of a completed Payment Order to the extent Client incompletely or inaccurately identifies the Beneficiary, the Beneficiary's bank, the Beneficiary's account number, or identifies more than one Beneficiary or more than one account number. The Bank shall have no liability for any errors, negligence, suspension of activity, actions, omissions or defaults of any correspondent, agent, subagent or communication system. In addition, the Bank shall have no liability for (i) any failure to accurately identify the beneficiary or the beneficiary's account number, or any mispayment of any Payment Order, (ii) any errors, mutilations, delay, misdelivery or failure or delivery in the transmission of any Payment Order or (iii) any suspension of any means of communication or for any imposition of any censorship, exchange control or other restriction.

d) In executing any Payment Order for the Client the Bank may make use of correspondents, agents, subagents and funds transfer and communication systems that the Bank, in its good faith judgment, deems sufficient for such purpose. All correspondents, agents, subagents and funds transfer and communication systems selected or used by Bank in effecting Client's Payment Order(s) shall conclusively be deemed as agents of Client solely.

e) If a Client's Payment Order is not received by the Bank on a Business Day when the Bank is open for Funds Transfer activity on or before the cutoff time for Payment Orders of 3:00 PM Eastern Time, then the Payment Order might not be processed by the Bank until the next Business Day when the Bank is open for Funds Transfer activity.

f) To reduce the risk of duplicative Payment Orders, Client agrees not to send a written confirmation of a Payment Order made by telephone or internet banking unless the Bank specifically requests such a confirmation. Client agrees that the Bank shall not be responsible for any duplicate Funds Transfers should an unrequested written confirmation be submitted to the Bank. Client agrees to indemnify the Bank for any loss, liability, expense or damage caused by such unrequested written confirmation, including, without limitation, attorney's fees and litigation expenses. Any such unintended duplicate Payment Orders shall be at the sole risk, cost and expense of Client.

g) The Bank may, but is not required to, record electronically and retain all telephone conversations between the Bank and the Client regarding Payment Orders. Client agrees that such recordings may be admitted as evidence in any litigation, arbitration or other proceeding or hearing. Should there be a discrepancy between any Payment Order submitted via telephonic Offline Access, whether or not it is recorded, and a written confirmation, or if the recording is ambiguous or not understandable, then the Bank's understanding of the Payment Order submitted via telephonic Offline Access will be controlling.

h) The Bank shall have no duty or obligation of inquiry or verification of, and it may act in complete reliance on, any Payment Order initiated or purportedly initiated by the Client via Online Access, Offline Access, or access via Third Party Messaging Services, which the Bank believes in good faith to have been given, sent, made, or was authorized to have been given,

sent, or made by or on behalf of the Client, or an Authorized Representative, whether or not in fact given, sent, made or authorized by the Client or an Authorized Representative, provided such Payment Order is in accordance with the Security Procedures applicable to Client's Payment Orders.

3. REIMBURSEMENT FOR PAYMENT ORDERS: The Client shall pay the Bank the amount of each of Client's Payment Order(s) executed or paid by the Bank pursuant to this Agreement on the date of such execution or payment, as applicable, or at such time and on such date, as the Bank in its discretion shall determine. The Bank may, without prior notice or demand, obtain payment of any such amount by charging an Authorized Account, or any other account of the Client for or in respect of Client's Payment Orders. The Client shall reimburse the Bank on demand for any overdrafts in any of its accounts arising by operation of this Agreement. Notification to the Client of the execution of Client's Payment Orders will appear on the statement that was issued for the Authorized Account that was debited for the Payment Order for the statement cycle during which the Payment Order was made.

4. SECURITY PROCEDURES: a) The Bank offers the security procedures described in this Agreement ("Security Procedures"), as may be updated from time-to-time, to the Client for purposes of authenticating any communication initiating, verifying, amending or canceling a Payment Order. The Security Procedures are not used to detect an error in the transmission or the content of the payment order. Any communication that complies with the agreed upon Security Procedure shall be conclusively deemed to have been authorized by the Client.

b) Online Security Procedures. The Bank is authorized to honor, execute and accept any Payment Order made via Online Access in which the Client utilizes the access credentials provided by the Bank ("Access Credentials"), which may include a user ID, password, or the authentication token, to initiate or verify the Payment Order ("Online Security Procedures").

c) Authorized Representatives. The Client will designate Authorized Representative, as defined in Section [30] of this Agreement, to initiate and verify Payment Orders. The Client will designate the number of Authorized Representatives required to verify each Payment Order in the resolution/banking agreement. The Bank strongly recommends that the Client require that two (2) Authorized Representatives verify each Payment Order submitted via Online Access, and that neither Authorized Representative that verifies a Payment Order is the same Authorized Representative who has initiated such Payment Order in order to minimize the likelihood of fraudulent initiation of Payment Orders.

d) Safeguarding Access Credentials. The Client agrees that it will require each Authorized Representative to safeguard the confidentiality of any Access Credentials provided by the Bank, protect them from being copied, lost or stolen, not disclose them to anyone else or permit anyone else to use or have access to them. The Client agrees to notify the Bank immediately of any unauthorized disclosure of Access Credentials.

e) Offline Security Procedures. Each of Client's Payment Orders communicated to the Bank via fax or messenger must contain the signature of an Authorized Representative. The Bank may verify the authenticity of any Payment Order communicated to the Bank via Offline Access, by a call-back to an Authorized Representative that is authorized by the Client to verify fund transfers ("Call-Back Procedure").

f) Security Procedures Offered by Third Party Messaging Services. Each of Client's Payment Orders that are authenticated by a Third Party Messaging Service selected by the Client and issued to the Bank in the name of the Client shall be deemed to be verified by an Authorized Representative of the Client.

g) Payment Alerts and Payment Activity Thresholds. The Bank may offer the Client the ability to receive alerts and notifications of payment activity ("Payment Alerts"). The Bank also may offer the Client the ability to limit or restrict account activity by setting a transaction value threshold ("Payment Activity Threshold"). If the Client utilizes a Payment Activity Threshold, the Bank is authorized to honor, execute and accept any Payment Order in a manner consistent with the agreed upon Security Procedures or otherwise using Client's Access Credentials, that does not violate such a Payment Activity Threshold. The Bank may seek to authenticate further, including by use of the Call-Back Procedure, any Payment Order that, based on a Payment Activity Threshold or otherwise in the Bank's judgment, appears anomalous or presents indicia of fraud. Payment Alerts and Payment Activity Thresholds are part of the Security Procedures that the Bank offers to the Client.

h) Commercial Reasonableness. The Client agrees that the Security Procedures described herein are commercially reasonable for the size, type and frequency of Payment Orders the Client normally expects to issue. The Client agrees not to make a claim against the Bank that a Payment Order is unauthorized or inaccurate if that Payment Order has been verified by the Bank in accordance with these Security Procedures. If the Client deviates from the Security Procedures offered or recommended by the Bank, including but not limited to the procedures described in this Section 4, the Client has refused a commercially reasonable security procedures offered and recommended by the Bank and the Client expressly agrees to be bound by any Payment Order issued in the Client's name whether or not the Payment Order is authorized by the Client. The Client agrees that failure of the Bank to use or comply with any Security Procedure provided in this Agreement shall not excuse Client from its obligation to reimburse the Bank the amount of the Payment Order sent, or authorized, by the Client or for which the Client is otherwise liable. The Bank may from time to time modify or add to its security procedures and shall give the Client written or other appropriate notice thereof.

5. INSUFFICIENT FUNDS: If at the time of processing a Payment Order the available funds in the Authorized Account plus any available credit for the payment of the Payment Order is not sufficient to reimburse the Bank for the Payment Order, then the Bank has the right to (a) reject the Payment Order, (b) create an overdraft in the Authorized Account to the extent of the deficiency or (c) transfer funds from any other Client account at the Bank into the Authorized Account to cover such deficiency.

6. BENEFICIARY BANK/INTERMEDIARY BANK: The beneficiary bank must be identified accurately in the Client's Payment Order and must be a member of the Federal Reserve System, CHIPS, SWIFT or be a correspondent bank of such a member. Client agrees to be bound by the rules of any system through which the Funds Transfer is made. The beneficiary bank may credit an account based solely on the account number provided by Client. If a Payment Order does not designate the beneficiary bank, the Bank will not attempt to identify the bank at which the beneficiary maintains an

account and will seek further instructions from the Client prior to acting on the Payment Order. If the Payment Order does not, where appropriate, designate an intermediary bank, the Bank will select an intermediary bank and the Client agrees that the Bank shall have no liability with respect to such selection.

7. REJECTION OF PAYMENT ORDER: The Bank reserves the right to reject any of Client's Payment Orders:

a) If there is insufficient available funds in the Authorized Account;

b) If the Payment Order is incomplete or unclear;

c) If the Payment Order is not received in a manner permitted under this Agreement, including by misuse or unauthorized use of Access Credentials;

d) If the Bank is unable to confirm the Payment Order;

e) If the Payment Order violates any Payment Activity Threshold;

f) If the Bank is unable to authenticate a Payment Order that, in the Bank's judgment, appears anomalous or presents indicia of fraud; or

g) If for any other reason the Bank is unable to process the Payment Order.

The Bank will attempt to notify Client of any rejected Payment Order either in the same manner as the Payment Order was sent to the Bank by the Client or in the manner provided in this Agreement for Notices, but shall not be liable for any delay or failure in providing such notice or executing any Payment Order. THE BANK SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSS SUSTAINED BY THE CLIENT FOR THE BANK'S REJECTION OF A PAYMENT ORDER.

8. CANCELLATION/AMENDMENTS OF PAYMENT ORDER: The Client may send a cancellation or amendment request to a Payment Order that has not already been executed by the Bank, provided the Bank receives the Client's request in a time, manner and circumstances that gives the Bank a reasonable opportunity to act upon such request. The Bank has no obligation to accept such a cancellation or amendment request, but if in its sole discretion it determines to do so, it may condition its action upon (a) compliance with applicable Security Procedures and (b) receipt of an indemnity and bond or security acceptable to the Bank. Any cancellation or amendment request of a Client's Payment Order by the Bank shall relieve the Bank of any obligation to act on the original Payment Order. If the Client's Payment Order was already executed, then the Payment Order can only be cancelled or amended if the beneficiary bank agrees to such request. If the Bank accepts the Client's request to cancel or amend a Payment Order, the Bank will not be liable for any losses for the failure of the beneficiary bank to cancel or amend the Client's Payment Order. If the Client's Payment Order was made in a foreign currency, any refund will be in U.S. dollars computed at the exchange rate on the day of the refund.

9. DELAY/NON-EXECUTION OF PAYMENT ORDER: While the Bank intends to handle Client's Payment Orders as expeditiously as possible, the Bank will not be responsible for any delays, non-executions or misexecutions due to circumstances beyond the Bank's reasonable control. This includes, without limitation, any inaccuracy, interruption, delay in transmission or the failure in means of transmission, whether caused by fire or other catastrophe; mechanical, computer or electrical failures; an act of God or other circumstances beyond the Bank's control. In addition, the Bank shall not be responsible for any losses or for failure or delays in acting if such action would have resulted in the Bank's having exceeded any limitation upon its intraday net funds position established pursuant to present or future Federal Reserve guidelines or in the Bank otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other governmental authority. The obligation, if any, of the Bank with respect to any Client Payment Order, or the return of funds to the Client, shall be suspended while any of the above described situations exist.

10. RETURN OF PAYMENT ORDER: If any Client Payment Order is returned to the Bank after its execution, the Bank shall use reasonable efforts to notify the Client promptly. The Bank shall not be liable for any delay or failure to provide such notice. The Bank may credit an Authorized Account in any amount to which the Client may be entitled by reason of return of Client's Payment Order executed by the Bank or the amendment or cancellation of a Payment Order. The Client recognizes that from time to time the Bank may charge its accounts for amounts credited thereto, whether provisionally or not, including by way of illustration and not by way of limitation, charges made as a result of the cancellation or amendment of a Payment Order or the failure of a funds transfer system to settle as anticipated.

11. FUNDS TRANSFERS TO CLIENT: If the Client is the beneficiary of a Payment Order, Client agrees that notification of the receipt of such Funds Transfer may be made by including such Funds Transfer as a credit reflected in the periodic statement for the Client's account indicated in the Payment Order, as well as by a separate notice sent to Client by mail or electronically no later than the Business Day following the Business Day of the Bank's receipt of such Funds Transfer. If the Bank makes funds available to the Client in anticipation of the Bank's receipt of final payment of a Payment Order for which the Client is the beneficiary, then the Client agrees that all such funds made available prior to receipt of final payment (i) constitute loans or advances by the Bank and not acceptance of a Payment Order, and (ii) shall be repay¬able upon demand to the Bank if the expected funds are not actually received or finally settled. The Client recognizes that from time to time the Bank may charge its accounts for amounts credited thereto, whether provisionally or not, including by way of illustration and not by way of limitation, charges made as a result of the cancellation or amendment of a Payment Order or the failure of a Funds Transfer system to settle as anticipated. The Bank may rely solely on identifying account numbers of the beneficiary, beneficiary bank or intermediary bank in the Payment Order, rather than names. The Bank has no duty to detect any inconsistencies between the name and the account number in any Payment Order.

12. FEES: The Bank may charge, and the Client shall pay to the Bank promptly, the Bank's usual and customary fees as set by the Bank from time to time for services provided under this Agreement. The Bank's fees will be set forth in its fee schedule and updated from time to time. In addition, the Client shall pay any fees imposed by an intermediary bank, beneficiary bank, funds transfer system or regulation having the force of law for processing the Payment Order. The Bank is authorized to collect such fees by making appropriate charges to the Authorized Account, or if necessary, to other Client accounts.

13. NOTICES: Except as otherwise provided in this Agreement, any notice given under this Agreement shall be provided to the other party as follows: If to Client at the Client's address as provided on the Bank's records, and if to the Bank to the

attention of the Group Director of the PCG at the Bank's Financial Center where the Client's accounts are maintained or at any other address as a party shall advise the other party in writing in accordance with this section.

14. INFORMATION REQUESTS: Upon request, the Client will provide the Bank with any transaction information necessary for the Bank to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Client's Payment Orders including, but not limited to, dollar amounts, account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.

15. BANK LIABILITY: The Bank shall be responsible only for performing the services expressly provided for in this Agreement. Within a reasonable time not exceeding 30 days of the Bank sending the Client a statement or a notice of a Payment Order or Funds Transfer, the Client shall notify the Bank in writing of any discrepancies, unauthorized transactions or other errors with respect to such statement, Payment Order or Funds Transfer. Client agrees that such written notification shall be a condition precedent in any litigation in which Client 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, or alleged breach of any obligation of Bank arising under Article 4-A of the UCC (as defined in this Agreement), and that Client's sole right to any relief shall be limited to breach of contract. Client specifically waives any and all claims, however denominated, whether based on or arising from statute or tort. Client specifically waives 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 Client, bad faith, breach of implied covenant or duty to act in good faith or deal fairly with Client, breach of fiduciary duty, commercial unreasonableness, loss of business, or loss of business opportunity or advantage. Further, Client agrees that, in no event, shall Client 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. In addition, Bank shall not be liable for Client's attorney's fees and expenses of litigation (including the fees and expenses of Client's experts, consultants or any other person, whether or not they testify), even if Client would otherwise be entitled to recover such attorneys fees or litigation expenses under any statute or rule or the UCC (as defined in this Agreement), and any other legal cost, disbursement or other expense, however denominated. In no event 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 Bank shall not be liable to Client for interest on any amount to be refunded or paid to the Client with respect to an unauthorized, erroneous or any other Payment Order if the Client fails to exercise ordinary care in determining that a Payment Order is unauthorized or erroneous or fails to notify the Bank of the facts thereof within a reasonable time, which shall not exceed 30 days, after the earlier of the Client receiving notice from the Bank of the acceptance of the Payment Order or the Client's Account was debited in the amount of the Payment Order or the Bank sending the Client the account statement containing such Payment Order. If the Bank is liable to Client for interest on such refunded amount, then Client agrees that the amount of such interest shall not exceed thirty (30) days interest. As set forth in Paragraph 2(c) above, to the full extent permitted by law, all correspondents, agents, subagents and communication systems used by the Bank for Client's Payment Order shall be deemed to be agents of the Client.

16. CLIENT'S RESPONSIBILITY; ASSUMPTION OF RISK: The Client shall indemnify and hold the Bank harmless from and against any loss, liability, expense or damage, including without limitation, attorney's fees and expenses of litigation, resulting from any claim of any third party relating to any of Client's Payment Orders or the services provided for in this Agreement. Any losses resulting from Client's Payment Order specifying an incorrect account number are the Client's sole responsibility and are not the responsibility of Bank. Notwithstanding any contrary or other provision of any statute or rule, Client agrees to assume all risks of action or omission to act of any Intermediary Bank, Paying Bank, or other entity whether or not selected by Bank, to take any action in connection with any Payment Order, or any other person or entity in connection with any Payment Order, if the Bank reasonably believes that such entity or entities can perform the action for which Bank selected them.

17. WHEN CLIENT IS A BANK: If the Client is a bank (as defined in Uniform Commercial Code Article 4A) and under applicable law the Client is not deemed the originator of the Funds Transfer to which a Payment Order relates, the Client agrees to indemnify and hold the Bank harmless for any loss or liability owed to such originator to the extent that such loss or liability would not have been incurred by the Bank if the Client had been the originator.

18. NO IMPLIED WAIVER: Bank's failure to enforce any of its rights under this Agreement on any one occasion shall not be deemed a waiver of (a) those rights not enforced; (b) any of its rights; (c) any specific default; (d) any default of Client in the performance of any of its obligations under this Agreement; or (e) Bank's right to insist upon or to enforce performance by Client of its 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.

19. TERMINATION: This Agreement shall remain in full force and effect until either party shall be given written notice of its termination. Notwithstanding any notice of termination, this Agreement shall remain effective in respect of any transaction occurring, and liability arising, prior to such termination.

20. GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, including without, limitation Article 4A of the Uniform Commercial Code ("UCC"), and, as applicable, operating circulars of any Federal Reserve Bank, federal laws and regulations as amended, funds-transfer system rules and general commercial bank practices applicable to funds transfer and related activities.

21. ENTIRE AGREEMENT: This Agreement includes the exhibits to this Agreement and all of the terms, provisions and conditions of the account agreement for the Eligible Accounts, cash management agreement and all other agreements between the Bank and the Client, except that if there is any conflict between this Agreement and any provisions of those agreements, then the provisions of this Agreement shall govern as to Payment Orders with respect to such

conflict. This Agreement constitutes the complete and exclusive expression of the terms of the Agreement between the parties, supersedes all prior or contemporaneous proposals, understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this Agreement. All prior or contemporaneous promises, agreements and understandings, whether oral or written, are deemed to be merged into and included in this Agreement, and neither party is relying on any promise, agreement or understanding not set forth in this Agreement. The parties further agree that this Agreement may not in any way be explained or supplemented by a prior or existing course of dealing between the parties or by any other prior performance between the parties pursuant to this Agreement or otherwise. Client specifically acknowledges that it is not relying on advice, suggestions or guidance which Bank may provide to Client which, in any event, shall not be deemed legal advice or any advice, and shall not oblige Bank or put it at any risk whatsoever therefor. Bank also shall have no liability or responsibility for refusing to make any suggestion or provide any guidance which Client requests but which Bank declines to provide.

22. AMENDMENTS: Except for the Authorized Accounts and Authorized Representatives, any part of this Agreement may be amended from time to time by the Bank. Any such amendments shall become effective upon Bank's sending of written notice of such amendment to the Client in accordance with paragraph 13 above.

23. ASSIGNMENTS: No right or obligation under this Agreement may be assigned by the Client without the prior written consent of the Bank. Subject to the foregoing limitation, this Agreement shall be binding upon, and inure to the benefit of the Client and the Bank and their respective legal successors and permitted assigns.

24. SEVERABILITY: If any term or provision of this Agreement is declared invalid, illegal or unenforceable by any court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby.

25. JUDICIAL PROCEEDINGS: Client agrees to commence any action or proceeding against Bank relating to this Agreement 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. Client agrees that this venue and forum shall be exclusive, irrespective of any statute or rule and irrespective of any conflict of law rule of New York. Client must commence any legal action or proceeding against Bank with respect to any alleged improper, erroneous, duplicate or unauthorized Funds Transfer or Payment Order within one year of the date the Client received Notice from the Bank of the transfer but in no event beyond the period of repose set forth in Art 4A-505 of the UCC in effect in New York on the date of the transfer in question. In any action commenced by Bank against Client to enforce or protect Banks' rights hereunder, Client waives any objection it may now or hereafter have to the venue of such proceeding, including that the venue or the court is inconvenient or improper. In any such action, 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 Client waives, and shall not have, any such reciprocal right against Bank. Any action commenced by Bank against Client shall be timely if commenced within the applicable period of limitations provided by law. In respect of any legal proceeding related in any way to this Agreement, Client consents to submit to the non-exclusive personal jurisdiction of any court of competent jurisdiction (State or Federal) located within the State of New York and the County of New York. CLIENT AGREES THAT IN ANY LITIGATION RELATING TO THIS AGREEMENT OR ANY RELATED CASH MANAGEMENT AGREEMENT, IN WHICH BANK AND CLIENT SHALL BE ADVERSE PARTIES, THE ACTION AS BETWEEN BANK AND CLIENT SHALL BE TRIED BY THE COURT WITHOUT A JURY. CLIENT SPECIFICALLY AGREES AND CONSENTS 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, Client agrees 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 this Agreement or to any related Cash Management Agreement.

26. CONSTRUCTION - PARAGRAPH HEADINGS: Paragraph headings are descriptive only and are not intended to, nor shall they have, substantive affect. The wording of each paragraph shall be binding and conclusive of the intent and agreement of the parties.

27. GRAMMAR: Use of the singular includes the plural and use of the plural includes the singular.

28. CONTINUANCE OF OBLIGATIONS: The obligations of Client arising under this Agreement and any related Cash Management Agreement shall continue after the termination of any such agreement and shall bind Clients administrators, successors, legal representatives and assigns. All rights, benefits, and privileges which Bank has or may have or come to have under this Agreement shall be and are extended to, conferred upon, and may be enforced by, Bank's successors and assigns.

29. NO THIRD-PARTY BENEFITS: This Agreement confers no right or benefit upon any person other than the parties specifically identified as Client and Bank and their legal successors and permitted assigns. The Bank shall not be liable to any third party or for any act or omission of the Client or any third party.

30. AUTHORIZED REPRESENTATIVES: Client agrees to name in the Application the individuals that are authorized by Client to initiate or verify Payment Orders made by fax, telephone, messenger or e-mail and those individuals authorized to initiate or approve Payment Orders using the internet banking service ("Authorized Representatives"). The Bank will act on the Payment Order that are initiated and verified or approved by Authorized Representatives until and unless such time as the Bank is notified in writing of any change with respect to Authorized Representatives and the Bank has had a reasonable opportunity to act on such change notice. Verifications of the individuals named in the Application until and unless such time as the Bank is notified in writing of any change in the above individuals authorized to initiate, approve or verify Payment Orders and the Bank has had a reasonable opportunity to act on such change notice.

31. AUTHORIZED ACCOUNTS: The Client will designate in the Application those accounts that are Authorized Accounts to debit for Funds Transfers.

32. CHANGES TO AUTHORIZED REPRESENTATIVES OR AUTHORIZED ACCOUNTS: The Client may change the Authorized Account(s) or the Authorized Representatives from time to time by giving the Bank written notice thereof certified by an authorized signer of the Client (other than the Authorized Representative) whose signature is verified in accordance with procedures established by the Bank. Any such notice purporting to be certified by an authorized signer of the Client and whose signature is so verified shall be deemed to have been certified by such authorized signer and to have been executed on behalf of, and shall be binding upon, the Client. No such notice shall become operative before the Bank acknowledges it in writing. The Bank shall have a reasonable time to update its records and acknowledge any such notice received. The Bank shall be fully protected in relying upon the most recent designation of Authorized Accounts and the authority of the Client's Authorized Representatives in the Bank's possession until such time as the Client gives the Bank notice of any change and the Bank has had a reasonable opportunity to act with respect thereto.

SIGNATURE BANK®

Effective Date: September 6, 2016

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