



SIGNATURE BANK®

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# Personal Bank Account Agreements and Disclosures

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**EFFECTIVE DATE: DECEMBER 28, 2018**



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**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

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

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

Effective Date: December 28, 2018

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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 investment 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.**

TTY# 212-292-0137

Signature Internet Banking: 1-866-sigline

Signature Mobile Banking: 1-866-sigline

Written Correspondence:

565 Fifth Avenue 8th Floor New York, NY 10017

Attn: Denise Raucci

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

## **I. BANK DEPOSIT ACCOUNT DETAILS**

### **1. DEFINITIONS**

- A. Account:** An account that is either an FDIC insured (up to the applicable limit established under federal law from time to time) Bank Deposit Account offered by the Bank or a non-FDIC insured Non-deposit Investment Account also offered by the Bank.
- B. ACH:** An Automated Clearing House
- C. Agreement:** This Personal Bank Deposit Account Terms and Conditions.
- D. ATM:** An Automated Teller Machine.
- E. ATM Card:** The card issued to you by the Bank, which you can use at Bank and Cirrus® ATMs to access those Accounts of yours that can be accessed by such card and have been designated for such access.
- F. 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 in this Personal Account Agreements and Disclosures booklet.
- G. 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.
- H. Bank:** Signature Bank.
- I. Bank Deposit Account:** An Account that is FDIC insured and a bank deposit and includes Signature Basic Checking (Basic Banking), Monogram Personal Checking, Monogram Insured Money Market, Personal NOW Account, Signature Personal Checking and CD.
- J. Bank Holiday:** 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.
- K. Business Day:** Any day other than a Saturday, Sunday or a Bank Holiday.
- L. 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.
- M. 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.
- N. Client, you, your:** Each person in whose name a Bank Deposit Account is opened or maintained at the Bank.
- O. 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 in this Personal Account Agreements and Disclosures booklet.
- P. Debit Card:** The card issued to you by the Bank, which you can use at a MasterCard® or Maestro® POS terminal to the access those Accounts of yours that can be accessed by such card at such terminal and have been designated for such access.
- Q. 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.
- R. Financial Center:** An office of the Bank at which you can open Bank Deposit Accounts and conduct Bank Deposit Account transactions and other Bank business.
- S. 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.
- T. Foreign Currency Account:** An account that you have at the Bank that is maintained in a Foreign Currency.
- U. Foreign Draft:** A check drawn on a bank other than the Bank that is payable in a Foreign Currency.
- V. Funds Transfer:** A wire or other electronic transfer of funds and which is subject to the Bank's Funds Transfer Agreement.
- W. 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.
- X. Non-deposit Investment Account:** An Account that is an investment, is not FDIC insured, is not a bank deposit, and is not guaranteed by a bank and which may lose value. Non-deposit Investment Accounts include the Monogram Money Market Funds Program Accounts offered by Signature Bank. Additional non-deposit investment accounts include securities, annuities and insurance products that are offered by Signature Securities Group Corporation.
- Y. 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.
- Z. POS:** Point of Sale terminals at which a Debit Card can be used to access an Account designated for such access.
- AA. Remotely Created Check:** A check drawn on an Account other than a Certificate of Deposit ("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.

- BB. Signature Securities Group Corporation:** A non-bank subsidiary of the Bank, broker-dealer, member FINRA and an insurance agency that offers non-FDIC insured Non-deposit Investment Accounts.
- CC. Statement:** The record of Account balance and activity that is provided to you at the end of each Statement Cycle Period except for Certificate of Deposit ("CD").
- DD. 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. The initial and final Statement Cycle Period of an Account and any Statement Cycle Period resulting from a change in the beginning or ending day of a Statement Cycle Period may be longer or shorter than a monthly period.
- EE. 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.

## **2. CHECKING AND SAVINGS SUB-ACCOUNTS:**

The Signature Basic Checking, Signature Personal Checking, Personal NOW Account and Monogram Personal Checking accounts 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 other savings 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.

## **3. MINIMUM BALANCES:**

Bank Deposit Accounts are subject to the minimum balance requirements set forth in the Bank's Personal Accounts Fee Schedule in effect at the Bank at the time the Account is opened and as may be amended from time to time. There is no minimum balance requirement to open a Bank Deposit Account other than a CD. You have been given a copy of the current Personal Accounts Fee Schedule when you opened the Bank Deposit Account and the most recently revised schedule is available at all of the Bank's Financial Centers.

## **4. STATEMENTS:**

Except for Certificate of Deposit ("CD"), once a Statement Cycle Period, the Bank will send you, at your address appearing on the Bank's records, a Statement of the Bank Deposit Account balance and activity since the last Statement that will be accompanied by any Checks drawn on the Bank Deposit Account that has been paid during that Statement Cycle Period if Checks can be written on the Bank Deposit 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 copy or optical image of such Checks, were first made available to you.

## **5. SIGNATURE LINE:**

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

## **6. 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 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. To the full extent permitted by applicable law, 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.

## **7. DEPOSITED OR CASHED CHECKS:**

The Bank is authorized to accept for your Bank Deposit Account(s) all Checks from third parties which are payable to you. Except as required by applicable law, you agree that the Bank shall not be responsible for any delay in giving your Bank Deposit Account credit for any deposit you make, for the acts of any agent of yours or person or persons

whom you have authorized to act on your behalf with respect to Bank Deposit 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.

- A. **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.
- B. **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.
- C. **Funds Availability:** Funds deposited in your Bank Deposit Accounts in the form of a Check will normally be available for withdrawal in accordance with the Bank's Funds Availability Disclosure found in this Personal Account Agreements and Disclosures booklet unless the deposit is made to a CD.
- D. **Encoding:** If the Bank accepts Checks from you for deposit into or to be cashed against your Bank Deposit Account that 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 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.
- E. **Collection of Checks:** All Checks deposited in your Bank Deposit 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 may use other banks or agents in the process. The Bank will use due diligence in the selection of collection agents and correspondent banks (hereinafter collectively called the "Correspondents") but will not be liable for the insolvency, neglect, misconduct, mistake or default of any such Correspondents or for loss or destruction of a Check in transit or in the possession of others. The Bank or any Correspondent may waive presentment, notice and protest on all Checks for which credit or value is given in whole or in part or which are received for deposit or collection and may send any Check, directly or indirectly, to any bank, including the drawee or payor, or to any non-bank payor. 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 has taken or omitted pursuant to this Agreement.
- F. **Uncollected and Returned Checks:** Any Check not finally collected may be charged back to any of your accounts at the bank whether such item 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 Bank Deposit Accounts for the amount of such Check.
- G. **No Protest:** If any Check that you deposit into or cash against your Bank Deposit 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 that is an official certification that a Check has been dishonored.
- H. **Foreign Checks:** If you deposit into your Accounts checks drawn on foreign banks or that are payable in a currency other than 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.

#### **8. 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. If the Bank does not receive final settlement or payment of an ACH credit, then the Bank is entitled 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.

#### **9. 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 the Business Day the wire has been received by the Bank. If funds are wired to your Account by others and those funds are in a 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.

#### **10. 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.

#### **11. 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.

#### **12. WITHDRAWALS FROM ACCOUNT:**

Withdrawals from Accounts can be made (i) by Check provided the Account is a checking, NOW or money market account, (ii) at an ATM, (iii) by use of a Debit Card provided that an ATM or Debit Card has been issued for the Account, (iv) as an ACH debit, (v) as a bill payment or transfer initiated through the Bank's internet banking service or mobile banking service provided you have agreed to the Bank's Internet Banking Agreement or Mobile Banking Services End User Agreement as applicable, and the Account is eligible for such product, (vi) by transfer to your other 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 Banking Services End User Agreement as applicable, (vii) as a wire provided you agree to the Bank's Funds Transfer Agreement, (viii) as a withdrawal in the form of cash or an Official Check processed by the teller. The Bank does not allow Accounts to be overdrawn on ATM or Debit Card transactions.

#### **13. PAYING WITHDRAWALS:**

If the withdrawal is by Check, then your Bank Deposit 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. Except as required under applicable law, 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 generally process your transactions in the following posting order:

**First:** We add deposits and credits to your Bank Deposit Account received before the applicable cut-off times referenced in the Personal Bank Account Agreements and Disclosures.



**Second:** We subtract debits by category in the following order: wires, ATM and Debit Card transactions, teller transactions, transfers, internet banking and mobile banking bill payments and ACH, Checks (other than checks converted by the payee to ACH debits), recurring transfers. Within each category, we process the transactions in the order of lowest to highest amount in order to minimize the number of payments for which there may be insufficient or uncollected funds.

#### **14. OVERDRAFT AND INSUFFICIENT FUNDS:**

The Bank at its sole discretion may choose to pay or return any item presented, if your Available Balance is less than the amount of the item. You will be charged a fee, as set forth in the Bank's Personal Accounts Fee Schedule, whether the Bank pays or returns the item. Once the Bank determines that your Bank Deposit Account's Available Balance is not sufficient to pay the transaction, then the transaction might not be paid and you will be charged a returned item fee even if prior to the deadline for the Bank to take action on such transaction the Available Balance has increased. If the Bank decides to pay the transaction, known as an overdraft, you will be charged an overdraft fee if the transaction being paid is a Check, wire, ACH debit or transfer. You can avoid fees for overdrafts and/or returned items by ensuring your Account has a sufficient Available Balance to cover all of your transactions. Your account may be overdrawn if the Bank pays an item and your Available Balance has an insufficient amount to cover the item. Any overdrawn account balance along with applicable fees must be repaid immediately.

We review your balances daily on each Business Day to determine if any item presented that would cause an overdraft should be paid or returned. Any past payment of overdraft is no guarantee of future payments. If your account is overdrawn, we will use any deposits made to your Account (including any federal or state benefit payments and direct deposit of Social Security benefits) to pay the overdraft and any fees you may owe, associated with the overdraft.

#### **15. OVERDRAFT PROTECTION LINE OF CREDIT:**

The Bank offers a Reserve Line of Credit product, subject to credit approval and acceptance of the terms and conditions set forth in the Reserve Line of Credit Agreement and Disclosure, which allows you to link your checking account to your established Reserve Line of Credit account for overdraft protection. When you do not have enough funds available in your checking account you can make an advance from your Reserve Line of Credit account by making a withdrawal for more than the balance in the checking account. Any debits made to the checking account, whether as a result of a check being returned unpaid, the reversal of a previous credit, the assessment of a fee or for any other reason, that exceed the balance of the checking account is also an advance. The Bank will make advances up to the available line. The Bank is not required to make any advance to you if by doing so you exceed your available line, but may do so in the Bank's sole discretion. You may be charged a fee, as set forth in the Reserve Line of Credit Agreement and Disclosure, if you exceed your available line whether the Bank pays or returns the item. Any advance from your Reserve Line of Credit account is subject to the Reserve Line of Credit Agreement and Disclosure along with related fees and finance charges.

#### **16. 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.

#### **17. 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 or to convert your checks that you give them into an ACH debit or other form of electronic debit. You agree that the Bank may charge your Account for such electronic debits.

#### **18. 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.

#### **19. 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.

#### **20. BANK'S RIGHT TO REFUSE PAYMENT:**

The Bank may refuse to pay Checks drawn upon, or refuse any other withdrawal request from, any Bank Deposit

Account in cases such as, but not limited to, the following:

- A. If the withdrawal would consist of funds that are not yet available for withdrawal under the Bank's Funds Availability Disclosure.
- B. 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.
- C. If the Bank is aware of any dispute relating to the Bank Deposit Account, unless a court has ordered the Bank to permit the withdrawal.
- D. If the Bank has some suspicion of fraud or irregularity.
- E. If you or someone who the Bank believes, in its sole discretion, is authorized to act for you, directs the Bank not to make payment.
- F. If the signature(s) on the Check or other withdrawal request does not compare favorably with the specimen signature(s) on the records of the Bank for the Bank Deposit Account.
- G. If the Check or withdrawal request has not been presented with any or all of the required signatures.
- H. If an equipment problem at the Bank prevents determining the available funds.
- I. If the Bank Deposit Account is a Monogram Insured Money Market or a Personal NOW Account and the Bank has exercised its right to require up to 7 days notice of an intended withdrawal from that Bank Deposit Account as stated in this Agreement.
- J. 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.

#### **21. LOST OR STOLEN CHECKS:**

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

#### **22. PURCHASING CHECKS FROM UNAUTHORIZED VENDORS:**

If you purchase checks to use to withdraw funds from your Bank Deposit 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 Bank Deposit Account or the Bank refusing to pay such checks.

#### **23. 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 Bank Deposit 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.

#### **24. 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 you write 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.

#### **25. CHECKS WITH STALE DATES:**

The Bank has the right, but shall not be required, to pay a stale dated Check, which is a Check that has been presented for payment more than 6 months after the date of the Check. To make sure that the Bank will not pay a stale dated Check, you must place a Stop Payment Order on it.

#### **26. 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. A stop payment order is valid for the life of the Account. 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 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 the written or oral stop payment order you make or deliver to the Bank. 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.

## 27. NOTICE OF ERRORS, FORGERIES, ALTERATIONS-TIME LIMITS:

You must notify the Bank in writing within fourteen (14) calendar days from the date such Bank Deposit Account Statement is mailed or made available to you, of any claimed errors in such Statement and any cancelled Checks that accompany the Statement, or images or copies of cancelled Checks that accompany 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, any debit reflected on the Statement was improper or unauthorized, or that the amount of a Check was raised. You must notify the Bank in writing within six (6) months from the date such cancelled Check or an image and copy of such cancelled Check is mailed or made available to you 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 Bank Deposit 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 Bank Deposit 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 mailed or made available 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.

## 28. SUBSTITUTE CHECKS:

To make check processing faster, federal law permits banks to replace original checks with "Substitute Checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a Substitute Check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a Substitute Check as proof of payment just like the original check. Some or all of the checks that you receive back from the Bank may be Substitute Checks. The following describes rights you may have when you receive Substitute Checks from the Bank. These rights do not apply to original checks, images or copies of checks that do not meet the definition of a Substitute Check or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.

- A. Substitute Check rights:** In certain cases, federal law provides a special procedure for Bank Deposit Account holders that allows you to request a refund for losses you suffer if a Substitute Check is posted to your account (for example, if you think that the Bank withdrew the wrong amount from your Bank Deposit Account or that the Bank withdrew money from your Bank Deposit Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Bank Deposit Account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the Substitute Check, whichever is less. You also are entitled to interest on the amount of your refund if your Bank Deposit Account is an interest-bearing account, such as the Monogram Insured Money Market or Personal NOW Account. If your loss exceeds the amount of the Substitute Check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Bank Deposit Account earns interest) within 10 Business Days after the Bank received your claim and the remainder of your refund (plus interest if your Bank Deposit Account earns interest) not later than 45 calendar days after the Bank received your claim. The Bank may reverse the refund (including any interest on the refund) if the Bank later is able to demonstrate that the Substitute Check was correctly posted to your Bank Deposit Account.
- B. Claim for refund:** If you believe that you have suffered a loss relating to a Substitute Check that you received and that was posted to your Bank Deposit Account, please contact the Bank's Client Services Department at 1-866-sigline or contact your Private Client Group. You must contact the Bank within 40 calendar days of the date that the Bank mailed (or otherwise delivered by a means to which you agreed) the Substitute Check in question or the account statement showing that the Substitute Check was posted to your Bank Deposit Account, whichever is later. The Bank will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include-

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

## 29. 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.

### **30. JOINT ACCOUNTS:**

If an Account has been opened or is being maintained in the name of two or more persons as owners of the Account, then the Account shall be a Joint Account and each such person ("Joint Owner") shall own the Joint Account as joint tenants and each shall be bound by the provisions of this Agreement. Each Joint Owner agrees that the Bank may honor any checks, withdrawals, telephone instructions or other requests or directions required or permitted to be given under this Agreement which the Bank believes are made by a Joint Owner unless the Bank receives prior written notice signed by any Joint Owner not to honor such checks, withdrawals, telephone instructions, requests or directions and the Bank has had a reasonable opportunity to act on such request. In the event the Bank receives such a request from any Joint Owner, then the Bank may require all Joint Owners to sign or authorize future checks, withdrawals, telephone instructions, requests or directions. Upon the death of any Joint Owner, the Bank will treat the Joint Account as the property of the surviving Joint Owner(s). If the Bank is served with legal process (such as a levy, execution or restraining order) involving a judgment against or debt of any Joint Owner, then the Bank will be required to restrict all Joint Owners' withdrawals from the Joint Account and may be required to use the funds in the Joint Account to pay that judgment or debt. Each Joint Owner authorizes the Bank to charge the Joint Account for any fee, service charge or indebtedness owed to the Bank by any Joint Owner, whether before or after the death of the Joint Owner owing the fee, service charge or indebtedness. Joint Owners authorize each other to endorse and deposit into the Joint Account any checks, drafts, notes or other instruments that are payable to any Joint Owner and authorize the bank to endorse and deposit these instruments into the Joint Account on the Joint Owner's behalf.

### **31. TOTTEN TRUST ACCOUNTS:**

If a Bank Deposit Account, including a Joint Account, has been opened or is being maintained "in trust for" one or more other persons as beneficiary, then the Bank Deposit Account shall be conclusively deemed to be a Totten Trust Account unless otherwise provided. The words "in trust for" or the designation "ITF" in the title of the Bank Deposit Account shall conclusively mean that the Bank Deposit Account is a Totten Trust Account. The person(s) names before the words "in trust for" (or before the "ITF" designation) is/are the owner(s) and the person(s) named after the words "in trust for" (or after the "ITF" designation) is/are the beneficiary or beneficiaries. The beneficiaries of a Totten Trust Account shall have no rights to the Totten Trust Account until the death of all owners of the Totten Trust Account. Upon the death of all of the owners of the Totten Trust Account any beneficiaries of the Totten Trust Account who are alive at that time shall receive an equal share of the funds in the Totten Trust Account unless the owner(s) of the Totten Trust Account have provided differently in a written statement signed by all of the Totten Trust Account owners and which has been accepted by the Bank at the time the Totten Trust Account was opened.

### **32. 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.

### **33. SERVICE CHARGES AND FEES:**

Accounts are subject to the service charges and fees set forth in the Bank's Personal Accounts Fee Schedule in effect at the Bank at the time the Account is opened and as may be amended from time to time. You have been given a copy of the current Personal Accounts Fee Schedule when you opened your Account and the most recently revised schedule is available at all of the Bank's Financial Centers. The Bank may deduct charges and fees from your Account without further authorization on your part.

### **34. 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.

### **35. INACTIVE AND DORMANT ACCOUNTS:**

Unless otherwise prescribed by applicable law 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:

- A.** A deposit or withdrawal transaction, or
- B.** 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.

**36. 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. To the extent required by applicable state law, 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.

**37. LIEN AND SET-OFF:**

Unless otherwise prescribed by applicable law you give the Bank and its affiliates a continuing lien on any Account or other account and 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 other accounts and personal property you have at the Bank or any of its affiliates and the Bank and its affiliates may sell your personal property in the possession of the Bank or its affiliates, by public or private sale at its discretion. The Bank and its affiliates can use the funds in such Accounts and other accounts at the Bank and its affiliates and use the proceeds of the sale of your personal property held by the Bank and its affiliates to satisfy your liabilities or obligations to the Bank and its affiliates whether or not such liability or obligation is then in default or is subject to a contingency. The Bank will not assert, claim or exercise any right of setoff against any Bank Deposit Account receiving direct deposit of Social Security benefits or disability, Supplemental Security Income, Veterans Administration benefits, or other types of benefit payments subject to government reclamation (“Benefit Payments”) unless the Benefit Payment is deposited after you are no longer eligible to receive such Benefit Payments, then the Bank may set-off against your Account to recover any Benefit Payments the Bank is obligated to return to the payor because of your ineligibility.

**38. 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.

**39. NO IMPLIED WAIVER:**

Bank’s failure to enforce any of its rights under this Agreement shall not be deemed a waiver of (i) those rights not enforced; (ii) any of its rights; (iii) any specific default; (iv) any default by you in the performance of any of your obligations under this Agreement; or (v) 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.

**40. LIMITATION OF BANK’S LIABILITY:**

You agree that in any dispute litigation or arbitration 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. This limitation of liability will not apply where prohibited by the laws governing your account.

#### **41. 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. This presumption will not apply where prohibited by the laws governing your account.

#### **42. DISPUTE RESOLUTION:**

If you have a dispute with the Bank, the Bank hopes to resolve it promptly. Please discuss it with your PCG at the Bank. If the Bank is not able to resolve the dispute, then you and the Bank agree that the dispute will be resolved as provided below.

#### **A. FOR ACCOUNTS OPENED IN STATES OTHER THAN CALIFORNIA**

##### **(i) 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 the Account is located, 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 (i) 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; (ii) 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, (a) such address is your current address; (b) Bank knew or should have known of a current or better or other address for you; and (c) 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 relating to an Account or an agreement in which you and/or the Bank is a party, 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 legal 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.

##### **(ii) 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.

##### **(iii) 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 IN WHICH THE ACCOUNT IS LOCATED.** 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.

##### **(iv) 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.

##### **(v) ATTORNEY'S FEES, LOSSES & EXPENSES:**

You agree to pay all losses, costs, disbursements and expenses (including, without limitation, the reasonable fees and expenses of the Bank's attorneys (included 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

(i) your failure to comply with this Agreement, (ii) a dispute among the owners, beneficiaries, heirs or others claiming an interest to all or part of this Account, (iii) any third party claim, notice or legal action, whether or

not such claim is legally enforceable, (iv) any governmental or administrative investigation, (v) any action taken by the Bank to resolve or comply with any dispute, claim or investigation or to protect the Bank's interest or (vi) any litigation, action, proceeding to enforce a judgment, restraining order or any other legal process or other legal proceeding relating to an Account or an agreement in which you and/or the Bank is a party, whether brought by you, the Bank or any other person or entity, unless the final determination of such proceeding holds the Bank at fault.

#### **B. FOR ACCOUNTS OPENED IN CALIFORNIA:**

If you aren't able to resolve the dispute and you opened your account in a California branch, you agree that either the Bank or you can initiate arbitration in accordance with the provisions in this Section 42(B). These provisions constitute the Arbitration Agreement between you and the Bank. **ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. YOU AND THE BANK AGREE TO WAIVE THE RIGHT TO A JURY TRIAL OR A TRIAL BEFORE A JUDGE IN COURT.**

##### **(i) AGREEMENT TO ARBITRATE:**

Either you or the Bank may choose, with the other's consent, to arbitrate all Disputes. A "Dispute" is any unresolved disagreement between you and the Bank, including any disagreements about the meaning, scope, or enforceability of this Arbitration Agreement. The only exception to this Arbitration Agreement are Disputes filed by the Bank or you in small claims court, so long as the Dispute remains in that court and is pursued on an individual basis.

##### **(ii) NO CLASS ACTION OR JOINDER OF PARTIES:**

**You and the Bank agree that no class or any other type of representative action can be pursued in arbitration or in court if either you or the Bank chooses to arbitrate a Dispute. Unless both you and the Bank agree, Disputes by or against others may not be joined, consolidated, or otherwise brought together in the same arbitration.** If any part of this section is found to be unenforceable, the entire Arbitration Agreement will be unenforceable.

##### **(iii) ARBITRATION PROCEDURE:**

You and the Bank agree to the following procedures for arbitration of any Disputes:

- The party filing arbitration can choose one of the following arbitration administrators and follow its rules and procedures for the arbitration: the American Arbitration Administration ("AAA") or JAMS. You can obtain a copy of the AAA arbitration rules at [www.adr.org](http://www.adr.org) or 1-800-778-7879. You can obtain a copy of the JAMS arbitration rules at [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267.
- The arbitration will be decided by a single, neutral arbitrator [who is a retired judge] selected in accordance with the rules of the arbitration administrator.
- The arbitrator will take reasonable steps to protect your and the Bank's confidential information.
- The arbitrator will decide the dispute in accordance with the terms of our agreements and applicable substantive law, including evidentiary privileges and statutes of limitations. The arbitrator can award damages or other relief available under applicable law.
- At your or the Bank's request, the arbitrator will provide a statement of reasons for his or her decision in writing.
- If there are any differences between the arbitration administrators' rules and this Arbitration Agreement, this Arbitration Agreement governs.
- If the arbitrator awards \$0 for the party that filed the arbitration, awards more than \$100,000 against the party that did not file the arbitration, or awards injunctive relief, a party may request a new arbitration before a three-arbitrator panel in accordance with the arbitration administrator's rules. This request must be filed with the arbitration administrator in writing within 15 days of notice of the award. In this case, each reference to the arbitrator in this Agreement will mean the three-arbitrator panel.
- The arbitrator's award will be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

##### **(vi) ARBITRATION FEES AND COSTS:**

The arbitration administrator determines who pays the arbitration fees, unless limited by applicable law. Unless applicable law provides otherwise, each party will pay its own attorney, expert, and witness fees.

##### **(v) RIGHT TO RESORT TO PROVISIONAL REMEDIES PRESERVED:**

You or the Bank can exercise rights or remedies to exercise self-help remedies, such as the right of setoff or the right to restrain funds in any account, or to obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or appointment of a receiver by a court having jurisdiction.

#### **43. GOVERNING LAW:**

You agree that the Accounts 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. Other than as specified in paragraph 42(B)(ii), if any part of this Agreement shall not be valid under any law or regulation, it shall not affect any other part.

#### **44. RECORDING:**

The Bank, at its sole discretion, unless otherwise provided by applicable law, may but shall not be required to make

recordings and retain such recordings of any telephone conversations, not limited to cell phone, landline, and cordless telephone conversations, between you and the Bank. You authorize the Bank to record and monitor such telephone conversations and agree that any such recordings that have been made and retained by the Bank shall be admissible in a court of law. The Bank may use such recording for reasonable business purposes, including quality control and authentication purposes. The Bank may not remind you that the Bank may record or monitor telephone conversations at the outset of a call unless required by law to do so. You authorize and consent in advance to these telephone conversation recordings.

**45. 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.

**46. TRANSFERABILITY:**

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

**47. 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 the Bank, and any affiliate of the Bank, to exchange information about you and all of your Accounts and to disclose information about you and your Accounts in connection with your transactions with the Bank and its affiliates to third parties in order to facilitate those transactions and in other circumstances that the Bank or its affiliates deem necessary and appropriate.

**48. 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 after termination will be returned unpaid. If at any time the Account has a zero balance, then the Bank may automatically terminate that 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 appearing on the Bank's record a check for the balance, if any, of such terminated Account.

**49. NOTICES:**

You agree that any notice you send to the Bank will only be effective if you send it to the Financial Center where the Account is maintained. 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.

**50. AMENDMENTS:**

The Bank reserves the right to amend this Agreement at any time and in accordance with applicable law. Copies of the changes will be available to you at the Bank's Financial Centers.

**51. 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.

**52. 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.

**53. GRAMMAR:**

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

**54. 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.

**55. 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.

**56. 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 to communication facilities, unavailability of



communication channels that may affect your access to the Internet on any equipment or device you use to access the Internet, equipment failure, act of God, 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.

#### **57. REFERRAL TO THIRD PARTY SERVICE PROVIDERS:**

The Bank may refer you to a third party service provider(s) to comply with your request for a specific product and/or service. The Bank may disclose to the third party service provider(s) information as is necessary to offer a specific product and/or a service as permissible by law. None of your information will be provided to the third party service provider(s) unless the third party service provider agrees to keep such information confidential and solely to use such information in order to provide a specific product and/or service. The Bank shall not be liable for any errors or negligence of any third party service provider(s) or for the party service providers' failure to provide the product or service.

### **II. ADDITIONAL PROVISIONS FOR SIGNATURE BASIC CHECKING (BASIC BANKING)**

#### **1. DEPOSITS:**

You may make an unlimited number of deposits at no charge.

#### **2. LIMITATIONS ON WITHDRAWALS:**

You may make up to eight withdrawals per monthly statement cycle by Check, at an ATM, in-person at one of our Financial Centers, or by any other means that the Bank makes available at no charge, other than the fees that would apply if the withdrawals were electronic bill payments. There is a fee for each withdrawal during the Statement Cycle Period that is in excess of eight, as specified in the Bank's Personal Accounts Fee Schedule. A withdrawal is deemed to be made on the date that withdrawal is recorded on Signature's books, which is not necessarily the date you have initiated the withdrawal.

### **III. ADDITIONAL PROVISIONS FOR MONOGRAM INSURED MONEY MARKETS**

#### **1. VARIABLE INTEREST:**

The Monogram Insured Money Market 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 Monogram Insured Money Market earns interest at a rate that may vary based on the Current Balance less the amount of any Checks deposited into the Account that day, known as "tiers". 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 at the time you open the Account. The current interest rates and annual percentage yields for the Insured Money Market 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.

#### **2. LIMITATIONS ON WITHDRAWALS:**

You understand that your Monogram Insured Money Market 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 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 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 withdrawal form 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 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 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.

## **IV. ADDITIONAL PROVISIONS FOR PERSONAL NOW ACCOUNT**

### **1. VARIABLE INTEREST:**

The Personal NOW Account 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 for the Personal NOW Account at the time you open it 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.

### **2. 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 this Personal NOW Account.

## **V. ADDITIONAL PROVISIONS FOR CERTIFICATE OF DEPOSIT ("CD")**

### **1. 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 CD of the type and term of your CD.

### **2. MINIMUM BALANCE:**

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

### **3. CERTIFICATE OF 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.

### **4. 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.

### **5. WITHDRAWALS:**

If a withdrawal of principal is made prior to maturity (known as "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. An early withdrawal of the principal will be permitted without penalty if the CD is a Personal Account and Client owning the CD or one of the Clients if the CD is owned jointly dies or is declared mentally incompetent by a court of law. 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 found in this Personal 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.

### **6. 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.

<b>Maturity Period</b>	<b>Number of Days for Penalty Calculation</b>
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

#### **7. 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.

#### **8. 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.

#### **9. ADDITIONAL DEPOSITS:**

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

#### **10. 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 a CD 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.

## **VI. ADDITIONAL PROVISIONS FOR THE FOREIGN CURRENCY ACCOUNT**

#### **1. 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.

#### **2. 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.

#### **3. 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 Personal 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.

#### **4. 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.

#### **5. 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.

#### **6. 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.

### **VII. ADDITIONAL PROVISIONS FOR REPRESENTATIVE PAYEE ACCOUNT**

#### **1. REPRESENTATIVE PAYEE ACCOUNT:**

If you open an Account as a "representative payee" for someone who receives Social Security benefit or disability, or a legal custodian, spouse payee, or other custodian for someone who receives Veterans Administration benefit or other types of benefit payments subject to government reclamation, you agree not to permit any deposits in the Account other than the designated payments. The Bank is not required to determine whether you deposit other funds or whether any withdrawals or transfers from the Account are for the support of the person for whose benefit the funds are paid. This person is called the beneficiary. If the beneficiary dies, you must promptly notify the Bank and stop all further deposits to and withdrawals from the Account.

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. Agreement:** The Monogram Money Market Funds Program Customer Agreement.
- B. Application:** The Business Client Profile and Application and related forms on which the Monogram Money Market Funds Program has been selected.
- C. ATM:** An Automated Teller Machine.
- D. ATM Card:** 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. Average Daily Value of Fund Shares:** 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. Bank:** Signature Bank.
- G. Bank Holiday:** 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.
- H. Business Day:** Any day other than a Saturday, Sunday or Bank Holiday.
- I. Check:** The checks given to you by the Bank that you can use to withdraw from your Program Account.
- J. Debit Card:** 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.
- K. Distributor:** Fidelity Distributors Corporation with respect to the Fidelity Funds and Goldman Sachs & Co. with respect to the Goldman Sachs Funds.
- L. Dividends:** The total dividends and distributions paid in respect of Fund shares held by the Bank as your agent in your Program Account.
- M. Escrow Account:** An escrow account established by the Bank to hold your funds pending the purchase of Fund shares for you as your agent.
- N. Fidelity Funds:** Those funds stated in the Monogram Money Funds Program Details on the Business Accounts Fee Schedule for which the Distributor is Fidelity Distributors Corporation.
- O. Fund:** 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.
- P. Goldman Sachs Funds:** 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.
- Q. Net Asset Value per Share or N.A.V.:** 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.
- R. Program Account:** 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.
- S. Statement Period:** The monthly period ending on the last calendar day of each month.
- T. Transfer Agent:** Fidelity Investments Institutional Operations Company with respect to the Fidelity Funds and Goldman Sachs & Co. with respect to the Goldman Sachs Funds.
- U. You and Your:** 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 your 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-advisor 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 customers 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 effected 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, 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 make the minimum initial purchase of shares of the Fund you have chosen and the amount stated in the Account Specific Fees & Minimums section on the Personal 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 of the Personal 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, (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, (ii) by telephone instruction to the Bank in accordance with this Section, or (iii) by a transfer initiated through the Bank's internet banking services 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. At 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 receive 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 in this Personal Account Agreements and Disclosures 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 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 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, 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 your 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 effect a 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 Uniform Commercial Code in which the Program Account is located.

#### **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 instruction to be made by you. You may transfer money to the Escrow Account or from your Program Account by telephone instructions to the Bank using only the telephone number provided by the Bank for this purpose. You authorize and consent in advance for the Bank, at its sole discretion, to record these telephone requests and instructions in any manner received, not limited to cell phone, landline, or cordless telephone conversations. The Bank may not remind you that the Bank may record or monitor telephone conversations at the outset of a call unless required by law to do so. You understand that the Bank will employ reasonable procedures, such as requiring a form of personal identification, to confirm that telephone requests and instructions are genuine. You agree that the Bank will not be liable for honoring any telephone request or telephone instruction 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 requests or instructions 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 a 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 (or within such other period mandated by applicable law) 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. You agree that you will not receive a separate periodic statement for the Escrow Account.

## **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 to 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 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. The Bank will notify you of any assignment.

**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 other 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 and Minimums section on the Personal Accounts Fee Schedule.

**21. JOINT OWNERSHIP:**

If you have signed the Application with another person(s), or have added the name of another person(s) to the Application, then each of you shall own the funds maintained in the Escrow Account on any of such person's behalf and the Fund shares in the Program Account as joint tenants and each of you shall be bound by the provisions of this Agreement. You agree that the Bank may honor any telephone requests or instructions or other requests or directions required or permitted to be given under this Agreement which the Bank believes are made by any one of you during your lifetime or by any of the survivors of you after the death of any of you unless the Bank receives prior written notice signed by one of you not to honor such instructions, requests or directions and the Bank has had a reasonable opportunity to act on such request. In the event the Bank receives such a request from any of you, then the Bank may require all of you to sign or authorize future instructions, requests or directions. Upon the death of any of you, the Bank will treat the Fund shares purchased pursuant to this Agreement as the property of the survivor(s). If the Bank is served with legal process (such as a levy, execution or restraining order) involving a judgment against or debt of any one of you, then the Bank will be required to restrict the purchase of Fund shares with funds maintained in the Escrow Account on your behalf or the redemption of the Fund shares in the Program Account by you and may be required to use those funds maintained in the Escrow Account or redeem those Fund shares and use the proceeds of such sale to pay that judgment or debt. Each of you authorizes the Bank to redeem at any time a sufficient number of Fund shares in the Program Account to pay for any fee, compensation, service charge or indebtedness owed to the Bank by any of you.

## 22. 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 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.

## 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. The Bank will not assert, claim or exercise any right of set-off against any Program Account receiving direct deposit of Social Security benefits or disability, Supplemental Security Income, Veterans Administration benefits, or other types of benefit payments subject to government reclamation ("Benefit Payments") unless the Benefit Payment is deposited after you are no longer eligible to receive such Benefit Payments, then the Bank may set-off against your Account to recover any Benefit Payments the Bank is obligated to return to the payor because of your ineligibility.

## 24. 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.

## 25. DISPUTE RESOLUTION:

If you have a dispute with the Bank, the Bank hopes to resolve it promptly. Please discuss it with your PCG at the Bank. If the Bank is not able to resolve the dispute, then you and the Bank agree that the dispute will be resolved as provided below.

### A. FOR ACCOUNTS OPENED IN STATES OTHER THAN CALIFORNIA:

#### (i) LAWSUITS, ATTORNEY'S FEES, BANK'S RIGHTS:

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) of the state in which the Program Account is located, 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 the 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 calendar 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 relating to an Account or an agreement in which you and/or the Bank is a party, 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 legal 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. You agree to pay all losses, costs, disbursements and expenses (including, without limitation, the reasonable fees and expenses of the Bank's attorneys (included 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 any dispute, claim or investigation or to protect the Bank's interest or (f) any litigation, action, proceeding to enforce a judgment, restraining order or any other legal process or other legal proceeding relating to an Account or an agreement in which you and/or the Bank is a party, whether brought by you, the Bank or any other person or entity, unless the final determination of such proceeding holds the Bank at fault. You agree that if the funds maintained in the Escrow Account on your behalf or 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 and the funds maintained in the Escrow Account on your behalf in a control account for your benefit until the Program Account, those Fund shares, the proceeds of those Fund shares and those funds are no longer restrained or blocked. While the proceeds of the Fund shares or funds are in the control account, you agree that the Fund shares will not earn any Dividends and the proceeds of the Fund shares and funds will not earn any interest or dividends. 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.

**(ii) 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 IN WHICH THE PROGRAM ACCOUNT IS LOCATED. 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.

**B. FOR ACCOUNTS OPENED IN CALIFORNIA:**

If you aren't able to resolve the dispute and you opened your account in a California branch, you agree that either the Bank or you can initiate arbitration in accordance with the provisions in this Section 25.B. These provisions constitute the Arbitration Agreement between you and the Bank. **ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. YOU AND THE BANK AGREE TO WAIVE THE RIGHT TO A JURY TRIAL OR A TRIAL BEFORE A JUDGE IN COURT.**

**(i) AGREEMENT TO ARBITRATE:**

Either you or the Bank may choose, with the other's consent, to arbitrate all Disputes. A "Dispute" is any unresolved disagreement between you and the Bank, including any disagreements about the meaning, scope, or enforceability of this Arbitration Agreement. The only exception to this Arbitration Agreement are Disputes filed by the Bank or you in small claims court, so long as the Dispute remains in that court and is pursued on an individual basis.

**(ii) NO CLASS ACTION OR JOINDER OF PARTIES:**

**You and the Bank agree that no class or any other type of representative action can be pursued in arbitration or in court if either you or the Bank chooses to arbitrate a Dispute. Unless both you and the Bank agree, Disputes by or against others may not be joined, consolidated, or otherwise brought together in the same arbitration.** If any part of this section is found to be unenforceable, the entire Arbitration Agreement will be unenforceable.

**(iii) ARBITRATION PROCEDURE:**

You and the Bank agree to the following procedures for arbitration of any Disputes:

- The party filing arbitration can choose one of the following arbitration administrators and follow its rules and procedures for the arbitration: the American Arbitration Administration ("AAA") or JAMS. You can obtain a copy of the AAA arbitration rules at [www.adr.org](http://www.adr.org) or 1-800-778-7879. You can obtain a copy of the JAMS arbitration rules at [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267.
- The arbitration will be decided by a single, neutral arbitrator [who is a retired judge] selected in accordance with the rules of the arbitration administrator.
- The arbitrator will take reasonable steps to protect your and the Bank's confidential information.
- The arbitrator will decide the dispute in accordance with the terms of our agreements and applicable

substantive law, including evidentiary privileges and statutes of limitations. The arbitrator can award damages or other relief available under applicable law.

- At your or the Bank's request, the arbitrator will provide a statement of reasons for his or her decision in writing.
- If there are any differences between the arbitration administrators' rules and this Arbitration Agreement, this Arbitration Agreement governs.
- If the arbitrator awards \$0 for the party that filed the arbitration, awards more than \$100,000 against the party that did not file the arbitration, or awards injunctive relief, a party may request a new arbitration before a three-arbitrator panel in accordance with the arbitration administrator's rules. This request must be filed with the arbitration administrator in writing within 15 days of notice of the award. In this case, each reference to the arbitrator in this Agreement will mean the three-arbitrator panel.
- The arbitrator's award will be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

**(vi) ARBITRATION FEES AND COSTS:**

The arbitration administrator determines who pays the arbitration fees, unless limited by applicable law. Unless applicable law provides otherwise, each party will pay its own attorney, expert, and witness fees.

**(vi) RIGHT TO RESORT TO PROVISIONAL REMEDIES PRESERVED:**

You or the Bank can exercise rights or remedies to exercise self-help remedies, such as the right of setoff or the right to restrain funds in any account, or to obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or appointment of a receiver by a court having jurisdiction.

**26. 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. To the extent required by applicable state law, 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.

**27. OBLIGATION OF OTHERS:**

Your obligations under this Agreement will also be binding on your heirs, executors, legal representatives, successors and assigns.

**28. SEVERABILITY:**

Except as set forth in paragraph 25 B(ii), if any provision in this Agreement proves to be unlawful, it shall not affect the enforceability of any other provision.

**29. GOVERNING LAW:**

This Agreement is to be governed by, and interpreted in accordance with, the laws and regulations of the State of New York, 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 regulations of any clearinghouse used to clear those checks. Other than as specified in paragraph 25(B)(ii), if any part of this Agreement shall not be valid under any law or regulation, it shall not affect any other part.

**30. OTHER AGREEMENTS:**

The Escrow Account and Program Account are also subject to the applicable terms of the Personal Bank Deposit Account Terms and Conditions that apply to the Signature Personal Checking Account. 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 Personal 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 Personal 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 individual who applies for, makes or is able to make an Electronic Funds Transfer with respect to a Deposit Account or a Monogram Money Market Funds Program Account at the Bank or a Monogram Managed Account at SSG agrees to the provisions of this Electronic Funds Transfer Agreement and Disclosure Statement.

## 1. DEFINITION

- A. Agreement:** The Electronic Funds Transfer Agreement and Disclosure Statement.
- B. ACH Transfer:** A transfer made via an automated clearing house that has been initiated or authorized by you or on your behalf.
- C. ATM:** An Automated Teller Machine.
- D. ATM Card:** The card issued to you by the Bank, which you can use to access your Deposit Accounts, Credit Lines, Monogram Managed Account and Monogram Money Market Funds Program Account at a System ATM.
- E. Accessible Balance:** (i) with respect to a Deposit Account the amount made available for withdrawal under the Bank's Funds Availability schedule, (ii) with respect to a Credit Line the available credit, (iii) with respect to a Monogram Managed Account the combined balance of the value of the core money market fund shares in the account, any cash deposit that has not yet been used to purchase money market shares and the amount available under any margin account, also known as Total Availability, and (iv) with respect to a Monogram Money Market Funds Program Account the value of the money market fund shares in the account.
- F. Bank:** Signature Bank.
- G. Bank ATMs:** ATMs located at the Bank's Financial Centers.
- H. Bank Holiday:** 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.
- I. Business Day:** Any day other than a Saturday, Sunday or a Bank Holiday.
- J. Card and Signature Card:** An ATM Card or Debit Card issued to you by the Bank, which you can designate to access your Deposit Accounts, Credit Lines, Monogram Managed Account and Monogram Money Market Funds Program Account and includes any replacement Card the Bank issues.
- K. Computer-Initiated Transfer:** A transfer initiated by you by means of a computer or other electronic means, such as a bill payment service.
- L. Credit Lines:** Any credit line you have or may have at the Bank, which has been designated as a credit line to be accessed by your Card.
- M. Debit Card:** The card issued to you by the Bank which you can use to access your Deposit Accounts, Credit Lines, Monogram Managed Accounts and Monogram Money Market Program Account at a Bank ATM, to access a Primary Account or Primary Line of Credit at a System ATM, and to access a Primary Checking Account at a POS terminal in the MasterCard® or Maestro® networks.
- N. Deposit Account(s):** Any deposit account(s) you have or may have at the Bank that is eligible for an Electronic Funds Transfer. The Escrow Account associated with the Monogram Money Market Funds Program Account is not a deposit account for purposes of this Electronic Funds Transfer Agreement and Disclosure Statement.
- O. Electronic Check Conversion Transfer:** One time ACH Transfer authorized by you and initiated by a merchant or other payee using your check, which is blank or completed in whole or in part, and whether or not signed by you, to obtain information for such transaction, but does not include an electronic representation of a returned check by or on behalf of a merchant or other payee.
- P. Electronic Funds Transfer:** A transfer of money to or from a Deposit Account, Monogram Managed Account, Monogram Money Market Funds Program Account or Credit Line by a Card, Telephone Transfer, ACH Transfer, Computer-Initiated Transfer or an Electronic Check Conversion Transfer, but does not include the transfer of funds for the purchase or sale of Fund shares under the Monogram Money Market Funds Program.
- Q. Investment Account(s):** Any Monogram Money Market Funds Program Account you have at the Bank and any Monogram Managed Account you have at SSG that are eligible for an Electronic Funds Transfer.
- R. Monogram Managed Account:** Non-FDIC insured investment account at Signature Securities Group that can be designated for access by use of a Card.
- S. Monogram Money Market Funds Program Account:** Non-FDIC insured investment account that you have established at the Bank to hold shares of those money market mutual funds which you have purchased under the Bank's Monogram Money Market Funds Program that can be designated for access by use of the Card.
- T. Preauthorized Funds Transfer:** An Electronic Funds Transfer authorized in advance to occur on substantially regular intervals.
- U. Primary Checking Account:** The Deposit Account which is a checking or NOW account or the Monogram Managed Account that you have designated for access by your Card as your primary checking account and which is the only account that can be accessed at a System ATM (other than a Bank ATM) and at a POS in the MasterCard®

and Maestro® networks.

- V. **Primary Savings Account:** The Deposit Account which is a saving or insured money market account or the Monogram Money Market Funds Program Account that you have designated for access by your Card as your primary savings account and which is the only account that can be accessed at a System ATM (other than a Bank ATM).
- W. **Primary Credit Line:** The Credit Line that you designate as your primary credit line and which can be accessed at a System ATM.
- X. **System and Signature Card System:** The automated teller machines ("ATMs") that are part of the Cirrus System, Inc. ("Cirrus®") network and the Bank ATMs.
- Y. **PIN:** Personal identification number which was or is being issued to you to use with your Card and which you must have to use your Card at an ATM or at a POS for a debit transaction.
- Z. **POS or Point of Sale:** 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.
- AA. **Signature Securities Group and SSG:** Signature Securities Group Corporation, which is a non-bank subsidiary of the Bank, a broker-dealer and member of the FINRA, and which offers non-FDIC insured non-deposit investments such as securities, mutual funds, unit investment trusts, annuities and insurance.
- AB. **Telephone Transfer:** The transfer of funds between Deposit Accounts, Monogram Managed Account, Monogram Money Market Funds Program Accounts and Credit Lines by your use of a touch-tone phone and your PIN.
- BB. **We, Us and Our:** The Bank with respect to Deposit Accounts, Credit Lines, and Monogram Money Market Funds Program Accounts and Signature Securities Group with respect to Monogram Managed Accounts.
- CC. **You and Your:** Each person who applies for, makes or is able to make an Electronic Funds Transfer.

## 2. TYPES OF AVAILABLE ELECTRONIC FUNDS TRANSFERS:

The following Electronic Funds Transfers are available to you:

- A. Preauthorized Transfers, such as direct deposits, and Computer-Initiated Transfers to your Deposit Accounts, Credit Lines, Monogram Managed Accounts and Monogram Money Market Funds Program Account.
- B. Preauthorized Transfers, ACH Transfers, Computer-Initiated Transfers and Electronic Check Conversion Transfers from your Deposit Accounts, Credit Lines, Monogram Managed Accounts and Monogram Money Market Funds Program Account.
- C. Telephone Transfers between your Deposit Accounts, Credit Lines, Monogram Managed Accounts and Monogram Money Market Funds Program Account.
- D. Using your ATM Card or Debit Card at an ATM or at a POS or your Debit Card at a merchant that accepts MasterCard® credit cards as follows:
  - (i) At Cirrus® ATMs you may make (a) withdrawals from your Primary Checking Account, Primary Savings Account, and Primary Credit Line, (b) inquiries as to the Accessible Balance in your Primary Checking Account, Primary Savings Account and your Primary Credit Line, (c) transfers between Primary Accounts or from your Primary Credit Line to your Primary Accounts or (d) redeem your mutual funds shares in your Monogram Money Market Funds Program Account if this account has been designated as your Primary Savings Account. Some of these services may not be available at all ATMs.
  - (ii) At Bank ATMs you may use your ATM Card or Debit Card to make (a) withdrawals from Deposit Accounts, Monogram Managed Accounts, or Credit Lines, (b) inquiries as to the Accessible Balance of your Deposit Accounts, Monogram Managed Account, Monogram Money Market Funds Program Account and Credit Lines, (c) transfers between Deposit Accounts, Monogram Managed Accounts, Monogram Money Market Funds Program Accounts and Credit Lines, (d) deposits to Deposit Accounts and Monogram Managed Accounts or make payment on a Credit Line, by placing checks, cash (bills only, no coin), or both in a deposit envelope, (e) redeem your mutual fund shares in your Monogram Money Market Funds Program Account and (f) purchase mutual fund shares in your Monogram Money Market Funds Program Account by placing check, cash (bills only, no coin) or both in a deposit envelope; provided that Deposit Account, Monogram Managed Account, Monogram Money Market Funds Program Account or Credit Line has been designated for access by your ATM Card or Debit Card.
  - (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 with the Accessible Balance in your Primary Checking Account or to withdraw cash from such 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 with the Accessible Balance in your Primary Checking Account provided that you sign an authorization receipt.
- E. Transfers initiated by telephone, email or fax from your Deposit Accounts, Monogram Managed Account, Monogram Money Market Funds Program Accounts and Credit Lines to another account at the Bank subject to the approval of the Bank which approvals shall be at its sole discretion.

## 3. LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNTS OF ELECTRONIC FUNDS TRANSFERS:

You may withdraw at an ATM or make a purchase at a POS with a Card in an amount up to \$1,000 each Transaction Period. A Transaction Period is defined as the period of time from approximately 12:00 a.m. Eastern Time from one Business Day to approximately 12:00 a.m. Eastern Time of the following Business Day. For example, from

approximately 12:00 a.m. Eastern Time on Friday to approximately 12:00 a.m. Eastern Time on the following Monday (assuming no Bank Holidays) is considered one Transaction Period. Deposits and payments made before 3:00 p.m. Eastern Time on any Business Day will be credited to your Deposit Account, Monogram Managed Account, Monogram Money Market Funds Program Account or Credit Line as of that Business Day. Deposits and payments made after 3:00 p.m. Eastern Time on a Business Day or on a day that is not a Business Day will be credited as of the next Business Day. Request to purchase mutual fund shares made before 3:00 p.m. Eastern Time on any Business Day will be made on that Business Day. Request to purchase mutual fund shares made after 3:00 p.m. Eastern Time 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 or purchase and the amount stated on your deposit or investment slip will be handled in accordance with standard Bank procedures. If your Deposit Account is a Monogram Insured Money Market Account or a Savings Account, you are also limited in the amount of certain Electronic Funds Transfers and checks payable to 3rd parties you can have each month. You are limited to a total of six of telephone transfers from your Deposit Account, Preauthorized Transfers from your Deposit Account and checks payable to 3rd parties.

#### **4. USE OF CARD:**

YOUR CARD CANNOT BE USED AT ANY ATM IN THE SYSTEM AND YOUR DEBIT CARD CANNOT BE USED FOR A DEBIT TRANSACTION AT A POS IN THE MASTERCARD® AND MAESTRO® NETWORKS UNTIL YOU RECEIVE A PIN AND YOU ACTIVATE YOUR CARD. Your PIN acts as your signature at the ATM and at a POS 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 or POS transaction has been properly authorized. You agree that this security procedure is a commercially reasonable security procedure for the Card when used by you. For your protection, you should memorize your PIN and not keep any notation of your PIN on or with your Card. Your Card is for your personal use only. You agree not to give your Card or PIN to anyone else. If you do, you will be responsible for any money withdrawn or transferred from your Deposit Accounts, Monogram Managed Accounts, Monogram Money Market Funds Program Accounts and Credit Lines by use of the Card by such person. You can also use your Debit Card at any merchant that accepts MasterCard® credit cards by signing an authorization receipt for the transaction. You agree that immediately upon receiving a Debit Card or a replacement Debit Card from the Bank you will sign the Debit Card and further agree that the merchant comparing your signature on the authorization receipt to your signature on your Debit Card is a commercially reasonable security procedure to ensure that the use of the Debit Card is authorized.

#### **5. LIABILITY FOR UNAUTHORIZED TRANSFERS AND ADVISABILITY OF PROMPT REPORTING:**

Tell us AT ONCE if you believe your Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Deposit Accounts plus your maximum overdraft line of credit and the Accessible Balance of your Monogram Managed Accounts, Monogram Money Market Funds Program Account and Credit Lines. If you tell us within two Business Days, you can lose no more than \$50 if someone used your Card without your permission for unauthorized transfers involving your Deposit Accounts, Monogram Money Market Funds Program Account and Credit Lines. If you do NOT tell us within two Business Days after you learn of the loss or theft of your Card, the Card was not used for the purchase or lease of property and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500 for unauthorized transfers involving your Deposit Accounts, Monogram Money Market Funds Program Account and Credit Lines. If the unauthorized transfer involves your Monogram Managed Account, then you are responsible for those transactions until you notify us and we have had a reasonable time to prevent such transactions from occurring in the future and until we are able to do so you can lose the entire Accessible Balance in your Monogram Managed Accounts. Also, if your Deposit Account, Monogram Managed Account, Monogram Money Market Funds Program Account or Credit Line statement shows transfers that you did not make, tell us at once. If you receive a Deposit Account or Credit Line statement showing a transfer that you did not make, or a Monogram Money Market Funds Program Account statement showing an ATM Card or Debit Card transaction or other electronic funds transfer that you did not make, and you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason kept you from telling us, we will extend the time periods. However, in no event will you be liable for an unauthorized transaction as long as you have exercised reasonable care in safeguarding your Card from risk of loss or theft, and, upon becoming aware, promptly report to us the Card's loss or theft.

#### **6. 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



## **7. CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS:**

The fee for Electronic Funds Transfers is stated in the Bank's and Signature Securities Group's Schedule of Services and Fees. There is no charge imposed upon you by the Bank or Signature Securities Group for using your Card, 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 and Signature Securities Group also have minimum balance requirements and charges that apply to the Deposit Accounts, Monogram Managed Accounts and Monogram Money Market Funds Program Accounts whether or not those accounts have Electronic Funds Transfers.

## **8. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:** We will disclose information to third parties about your Deposit Accounts, Monogram Managed Account, Monogram Money Market Funds Program Accounts, or Credit Lines or the transfer you make:

- (i) Where it is necessary for completing the transfers, or
- (ii) In order to verify the existence and condition of your Deposit Accounts, Monogram Managed Account, Monogram Money Market Funds Accounts or Credit Lines for a third party such as a credit bureau, or
- (iii) In order to comply with governmental agencies or court orders, or
- (iv) If you give us your written permission.
- (v) To investigate an error claim you have made, or a question you have raised, concerning an Electronic Funds Transfer.

## **9. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS:**

- A.** Terminal transfers. You can get a receipt at the time you make any transfer to or from your Deposit Account(s), Credit Line(s), Monogram Managed Account(s) or Monogram Money Market Funds Program Account(s) when you use any ATM in the System or use 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 presumed to be correct.
- B.** Periodic statement. You will get a monthly statement for each of your Deposit Accounts, Monogram Managed Accounts, Monogram Money Market Funds Program Accounts and Credit Lines that will state all Electronic Funds Transfers occurring during the period covered by the statement.

## **10. PREAUTHORIZED TRANSFER DEPOSIT VERIFICATION:**

If you have arranged to have Preauthorized Transfer deposits made to your Deposit Account, Monogram Managed Account, Monogram Money Market Funds Program Account or Credit Line at least once every 60 days from the same person or company, then you may call the Bank at the telephone number on your statement on any Business Day during regular business hours in order to find out whether or not the Preauthorized Transfer deposit was made.

## **11. RIGHT TO TERMINATE YOUR PREAUTHORIZED TRANSFER AUTHORIZATION:**

You have the right to terminate your Preauthorized Transfer authorization by sending a written notice to the person or company originating the payment.

## **12. RIGHT TO CANCEL A PREAUTHORIZED TRANSFER AUTHORIZATION:**

If you have told us in advance to make Preauthorized Transfer withdrawals from your Deposit Account, Monogram Managed Account, Monogram Money Market Funds Program Account or Credit Line you can cancel or stop any of these payments. Here's how: Call the Bank at 1-866-sigline or write to the Bank at "Signature Bank, 565 Fifth Avenue, 8th Floor, New York, NY 10017, Attention: Bank Operations" in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, you will also be required to submit a written statement of unauthorized ACH activity within 14 days, stating that the transaction was previously authorized, but that said authorization has since been revoked by your notice to the originator in accordance with the terms of the original authorization. If you fail to provide the required written confirmation, your oral stop-payment order may cease to be binding after 14 days. You may also return an electronic transaction originated at another financial institution, such as an ACH debit transaction, that was previously charged to your Deposit Account, Monogram Managed Account, Monogram Money Market Funds Program Account or Credit Line within the past 60 calendar days, if the entry was never authorized by you. You will be required to complete a written statement of unauthorized ACH activity stating that said transaction is unauthorized.

## **13. NOTICE OF VARYING AMOUNTS OF PREAUTHORIZED TRANSFER WITHDRAWALS:**

If a Preauthorized Transfer withdrawal from your Deposit Account, Monogram Managed Account, Monogram Money Market Funds Program Account or Credit Line may vary in amount, the person or company you are going to pay will tell you 10 calendar days before each payment when it will be made and how much it will be. You and the person or company may agree that you will get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

## **14. OUR LIABILITY FOR FAILURE TO CANCEL A PREAUTHORIZED TRANSFER WITHDRAWAL:**

If you order us to cancel or stop a Preauthorized Transfer withdrawal from your Deposit Account, Credit Line or your Monogram Money Market Funds Program Account 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. If our failure to cancel or stop payment was not intentional and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adopted to avoid any such errors, then we shall only be liable for your actual damages. We will not be liable for failing to stop a Preauthorized

Transfer from your Monogram Managed Account, even if you have told us at least 3 Business Days prior to the date the transfer is scheduled, unless such failure was due to our gross negligence.

**15. OUR LIABILITY FOR FAILURE TO MAKE ELECTRONIC FUNDS TRANSFERS:**

If we do not complete an Electronic Funds Transfer to or from your Deposit Account, Credit Line or Monogram Money Market Funds Program Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance:

- (i) If, through no fault of the Bank, you do not have enough money in your account to make the transfer.
- (ii) If the ATM where you were making an ATM withdrawal does not have enough cash.
- (iii) If the ATM or System is not working properly, and you knew about the breakdown when you started the transaction.
- (iv) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in the agreements between you and the Bank.

If we do not complete an Electronic Funds Transfer to or from your Monogram Managed Account on time or in the correct amount according to our agreement with you, we will not be liable to you for any losses or damages unless you can show that such failure was due to our gross negligence.

**16. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:**

Telephone the Bank or Signature Securities by calling the Signature Line toll free at 1-866-sigline or write to us at the Bank: Signature Bank, Bank Operations, 565 Fifth Avenue, 8th Floor, New York, New York 10017 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (i) Tell us your name and account number (if any).
- (ii) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (iii) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. If your complaint involves a Deposit Account or Credit Line or an ATM Card or Debit Card transaction or other Electronic Funds Transfer involving a Monogram Money Market Funds Program Account, then we will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this and the error involves a Deposit Account, Credit Line, or Monogram Money Market Funds Program Account, we will re-credit your Deposit Account, Credit Line, or Monogram Money Market Funds Program Account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we might not re-credit your Deposit Account, Credit Line, or Monogram Money Market Funds Program Account. If your complaint involves a Monogram Managed Account or Monogram Money Market Funds Program Account (other than an ATM or Debit Card transaction or any other Electronic Funds Transfer), then we will tell you the results of our investigation as soon as it is completed. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If your Deposit Account, Monogram Managed Account, Monogram Money Market Funds Program Account or Credit Line is a joint account or credit line, each account owner will be responsible for Electronic Funds Transfer transactions made by the other account owners.

**17. JOINT ACCOUNT:**

If your Deposit Account, Monogram Managed Account, Monogram Money Market Funds Program Account or Credit Line is a joint account or joint line, each Deposit Account, Monogram Managed Account and Monogram Money Market Funds Program Account owner and each Credit Line borrower who applies for a Card will be given a separate Card and will be given a PIN. The Bank's and Signature Securities' rules on joint accounts contained in the Deposit Account, Monogram Managed Account, Monogram Money Market Funds Program Account and Credit Line agreements shall apply, and each person to whom a Card has been issued at your request is jointly and individually responsible for all debts or transactions resulting from the use of your Card.

**18. OTHER RULES:**

Electronic Funds Transfers will also be subject to the Bank's and Signature Securities' agreements for each Deposit Account, Monogram Managed Account, Monogram Money Market Funds Program Account and Credit Line to or from which such a transfer can be made.

**19. AMENDMENTS:**

The Bank may change this Agreement at any time by posting a notice of such change in the Financial Centers or sending you a notice of such change. However, if the change involves Electronic Funds Transfers to or from a Deposit Account, Credit Line, or Monogram Money Market Funds Program Account and results in (i) increased fees or charges, (ii) increased liability for you, (iii) fewer types of available Electronic Fund Transfers, or (C) stricter limitations on the frequency or dollar amounts of transfers, then the Bank will mail to you a written notice at least 21 days before the effective date of the change.

**20. CANCELLATION:**

The Bank may cancel or revoke the Card and/or all or some of the types of Electronic Funds Transfers available to you without prior notice to you. You agree to immediately return the Card to the Bank if the Card is cancelled.

**21. WAIVER:**

The Bank shall not be deemed to have lost any of its rights because they have not been exercised.

**22. INVALIDITY OF ANY PROVISION:**

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

**23. APPLICABLE LAW:**

This Agreement shall be governed and interpreted according to federal law and the law of the state of New York. In addition, the rules and regulations, including applicable choice of law provisions, of any clearinghouse or funds transfer system of which the Bank is a member shall apply.

**24. LIMITATION OF BANK'S LIABILITY:**

Except as provided in Sections 14 and 15 of this Agreement 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.

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. Refer to the Personal Bank Deposit Account Terms and Conditions section of this Personal Bank Account Agreements and Disclosures for defined terms.

**1. DETERMINING THE AVAILABILITY OF A DEPOSIT:**

The length of the delay is counted in Business Days from the day of your deposit. If you make a deposit before 4:00 p.m. Eastern Time 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. Eastern Time, 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. Eastern Time 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. Eastern Time, 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.

**2. SAME-DAY AVAILABILITY:**

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

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

**3. 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:

- (i) U.S. Treasury checks.
- (ii) Checks drawn on Signature Bank.\*
- (iii) Federal Reserve Bank checks, Federal Home Loan Bank checks, postal Money Orders, and travelers checks.
- (iv) State and local government checks deposited in a Signature Bank Financial Center located in the state that issued the check using a special deposit slip available upon request at Signature Bank's Financial Centers. \*\*
- (v) 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.

**4. 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 Bank 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 a.m. Eastern Time 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

## **5. 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. Eastern Time 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. Eastern Time on Wednesday, you may withdraw another \$400 of the deposit in cash and you may withdraw the rest in cash on Thursday.

## **6. LONGER DELAYS MAY APPLY:**

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

- (i) We believe a check you deposit will not be paid.
- (ii) You deposit checks totaling more than \$25,000 on any one day (Other than checks subject to Next-Day Availability).
- (ii) There is an emergency, such as failure of communications or computer equipment.
- (iv) You redeposit a check that has been returned unpaid.
- (v) 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, 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.

## **7. 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.

## **8. 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.

## **9. 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 services ("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 PCG'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 p.m. 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, not limited to cell phone, landline, and cordless telephone conversations, between the Bank and the Client regarding Payment Orders. Client authorizes the Bank to record and monitor such telephone conversations and 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. The Bank may not remind you that the Bank may record or monitor telephone conversations at the outset of a call unless required by law to do so. You authorize and consent in advance to these telephone conversation recordings.

- 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 provides Client with a Security Procedure by which Client may initiate or verify Payment Orders via Online Access which may include a user ID, password, the authentication token, other access credentials provided by the Bank ("Access Credentials"), as well as hardware and software security measures or systems controls as may be specified by or provided by the Bank from time to time ("Online Security Procedures").
- C. Authorized Representatives. The Client will designate Authorized Representative, as defined in Section 31 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 (i) reject the Payment Order, (ii) create an overdraft in the Authorized Account to the extent of the deficiency or (iii) 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:

- (i) If there is insufficient available funds in the Authorized Account;
- (ii) If the Payment Order is incomplete or unclear;
- (iii) If the Payment Order is not received in a manner permitted under this Agreement, including by misuse or unauthorized use of Access Credentials;
- (iv) If the Bank is unable to confirm the Payment Order;
- (v) If the Payment Order violates any Payment Activity Threshold;
- (vi) If the Bank is unable to authenticate a Payment Order that, in the Bank's judgment, appears anomalous or presents indicia of fraud; or
- (vii) 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 repayable 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 Personal Accounts 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. NON-VALUE MESSAGES:**

At your request, the Bank may process messages, including through SWIFT or another messaging service, on your behalf that are not Payment Orders or other value transfers ("non-value messages"). Such non-value messages include, but are not limited to, MT199, MT799, MT999 and any additional or successor MT messages for transmission by the Bank that SWIFT might adopt and implement in the future. Non-value messages may be subject to form and format requirements, security procedures, timing requirements, and fee schedules. This Agreement does not impose any obligation on the Bank or the recipient of a non-value message to respond to or take action based on a non-value message or the information contained therein. Bank shall not be liable for damages caused by (i) Bank or any recipient's failure to take action in connection with a non-value message; or (ii) any receiving bank's failure to accept or properly authenticate a non-value message. Bank's liability for damages caused by Bank's failure to exercise ordinary care or act in good faith in processing a non-value message shall not exceed the amount of any fee paid to the Bank for the non-value message.

#### **14. 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.

#### **15. 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.

#### **16. 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(D) 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.

**17. CLIENT'S RESPONSIBILITY; ASSUMPTION OF RISK:**

In consideration of the agreement by Bank to act upon a Funds Transfer request or instruction from Client pursuant to this Agreement, the Client agrees, to the fullest extent permitted by applicable law, to indemnify and hold the Bank, its directors, officers, employees and agents 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, non-value messages, or any other services provided for in this Agreement. Any losses resulting from Client's Payment Order specifying an incorrect account number, or any inaccuracy in a non-value message, 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 any other entity, whether or not selected by Bank, in connection with any Payment Order or non-value message, or any other person or entity in connection with any Payment Order or non-value message. This indemnification will survive the termination of this Agreement by either party and/or for any reason.

**18. 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.

**19. 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 (i) those rights not enforced; (ii) any of its rights; (iii) any specific default; (iv) any default of Client in the performance of any of its obligations under this Agreement; or (v) 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.

**20. 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.

**21. GOVERNING LAW:**

This Agreement shall be governed and interpreted according to federal law and the laws of the State of New York, including without limitation Article 4A of the Uniform Commercial Code ("UCC"). In addition, the rules and regulations, including applicable choice of law provisions, of any funds transfer system of which the Bank is a member, and commercial bank practices applicable to funds transfers, shall apply.

**22. 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.

**23. 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 14 above.

**24. 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.

**25. SEVERABILITY:**

Except as set forth in paragraph 26.B(ii), 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.

**26. JUDICIAL PROCEEDINGS:**

**A. FOR ACCOUNTS OPENED IN STATES OTHER THAN CALIFORNIA:**

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.

**B. FOR ACCOUNTS OPENED IN CALIFORNIA:**

If you aren't able to resolve the dispute and you opened your account in a California branch, you agree that either the Bank or you can initiate arbitration in accordance with the provisions in this Section 25.B. These provisions constitute the Arbitration Agreement between you and the Bank. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. YOU AND THE BANK AGREE TO WAIVE THE RIGHT TO A JURY TRIAL OR A TRIAL BEFORE A JUDGE IN COURT.

**(i) AGREEMENT TO ARBITRATE:**

Either you or the Bank may choose, with the other's consent, to arbitrate all Disputes. A "Dispute" is any unresolved disagreement between you and the Bank, including any disagreements about the meaning, scope, or enforceability of this Arbitration Agreement. The only exception to this Arbitration Agreement are Disputes filed by the Bank or you in small claims court, so long as the Dispute remains in that court and is pursued on an individual basis.

**(ii) NO CLASS ACTION OR JOINDER OF PARTIES:**

You and the Bank agree that no class or any other type of representative action can be pursued in arbitration or in court if either you or the Bank chooses to arbitrate a Dispute. Unless both you and the Bank agree, Disputes by or against others may not be joined, consolidated, or otherwise brought together in the same arbitration. If any part of this section is found to be unenforceable, the entire Arbitration Agreement will be unenforceable.

**(iii) ARBITRATION PROCEDURE:**

You and the Bank agree to the following procedures for arbitration of any Disputes:

- The party filing arbitration can choose one of the following arbitration administrators and follow its rules and procedures for the arbitration: the American Arbitration Administration ("AAA") pursuant to the AAA Commercial Arbitration Rules or JAMS pursuant to the Comprehensive Arbitration Rules & Procedures. You can obtain a copy of the AAA Commercial Arbitration Rules at [www.adr.org](http://www.adr.org) or 1-800-778-7879. You can obtain a copy of the JAMS Comprehensive Arbitration Rules at [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267.
- The arbitration will be decided by a single, neutral arbitrator who is a retired judge selected in accordance with the rules of the arbitration administrator.

- The arbitrator will take reasonable steps to protect your and the Bank's confidential information.
- The arbitrator will decide the dispute in accordance with the terms of our agreements and applicable substantive law, including evidentiary privileges and statutes of limitations. The arbitrator can award damages or other relief available under applicable law.
- At your or the Bank's request, the arbitrator will provide a statement of reasons for his or her decision in writing.
- If there are any differences between the arbitration administrators' rules and this Arbitration Agreement, this Arbitration Agreement governs.
- If the arbitrator awards \$0 for the party that filed the arbitration, awards more than \$100,000 against the party that did not file the arbitration, or awards injunctive relief, a party may request a new arbitration before a three-arbitrator panel in accordance with the arbitration administrator's rules. This request must be filed with the arbitration administrator in writing within 15 days of notice of the award. In this case, each reference to the arbitrator in this Agreement will mean the three-arbitrator panel.
- The arbitrator's award will be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

**(iv) ARBITRATION FEES AND COSTS:**

The applicable arbitration rules and procedures determine who pays the arbitration fees, unless limited by applicable law. Each party will pay its own costs and attorney, expert, and witness fees. The arbitrator may require either party to pay the costs and fees of the other party, including the fees of the arbitrator, to the extent permitted under applicable law

**(v) RIGHT TO RESORT TO PROVISIONAL REMEDIES PRESERVED:**

You or the Bank can exercise rights or remedies to exercise self-help remedies, such as the right of setoff or the right to restrain funds in any account, or to obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or appointment of a receiver by a court having jurisdiction.

**27. 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.

**28. GRAMMAR:**

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

**29. 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.

**30. 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.

**31. 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.

**32. AUTHORIZED ACCOUNTS:**

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

**33. 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.





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

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

<b>Questions?</b>	Call 1-866-sigline (1-866-744-5463) or go to <a href="http://www.signatureny.com">www.signatureny.com</a>
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Signature Bank, Member FDIC, is an Equal Housing Lender. Signature Securities Group Corporation (SSG), member of FINRA/SIPC, is a registered broker-dealer, registered investment adviser, and licensed insurance agency. Signature Financial LLC (SF LLC) is a specialty finance company. Signature Public Funding Corp. (SPFC) is a municipal leasing and financing corporation. SSG, SF LLC and SPFC are wholly owned non-bank subsidiaries of Signature Bank.

**Who we are**

<b>Who is providing this notice?</b>	Signature Bank, Signature Securities Group Corporation and Signature Financial LLC
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**What we do**

<b>How does Signature protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Signature collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account</li> <li>■ show your driver's license</li> <li>■ deposit money</li> <li>■ use your credit or debit card</li> <li>■ tell us about your investment or retirement portfolio</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes — information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>

**Definitions**

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Our affiliates include other companies with "Signature" in their name: financial companies such as Signature Securities Group Corporation, Signature Financial LLC, and Signature Public Funding Corp.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Signature does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Signature does not jointly market.</i></li> </ul>

**Other important information**

**California Residents Only:** See document titled *Additional Information for California Residents* for information about rights to limit information sharing.



SIGNATURE BANK®

**Personal Bank Account**  
Agreements and Disclosures

Effective Date: **December 28, 2018**

700501-1218