



I. General Description of Agreement

A. WHAT THIS AGREEMENT COVERS

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

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

B. ACCEPTING THE AGREEMENT

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

C. RELATION TO OTHER AGREEMENTS

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

D. LIMITATION OF SERVICE

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

E. DEFINITIONS

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

Agreement: The Signature Internet Banking Agreement.

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

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

Bill Payment: The payment of a bill or other amount to a payee using Bill Payment Services.

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

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



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

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

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

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

Consumer: A natural person that opens one or more Accounts for personal, family or household purposes.

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

Internet Banking: The use by a Client of the Internet Banking Services.

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

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

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

Password: The confidential password, phrase, code, or number, or any other identification issued to the Client or adopted by the Client that is used to access Internet Banking.

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

Signature Securities Group Corporation, Signature Securities Group, and SSG: The Bank's affiliate, which is a broker dealer and member of the NASD and offers to Clients non FDIC insured non deposit investments such as securities, mutual funds, unit investment trusts, annuities and insurance.

User ID: A unique set of characters provided by the Bank to identify a Client as a user of the Internet Banking Services.

Website: The Signature Bank Internet Banking website and the web pages accessible through www.signaturen.com.

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

II. Internet Banking Services

A. GETTING STARTED

To use Internet Banking you must have:

- A web browser and Internet access.
- Company ID, User ID and Password.
- An Account.
- A Bill Payment Account to use the optional Bill Payment Service.

B. USING INTERNET BANKING

You may use Internet Banking to:

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

PERSONS DESIGNATED TO USE INTERNET BANKING SERVICES:

When enrolling for Internet Banking Services the Client will have complete authority over and to make all decisions with respect to the Client's Accounts.

C. USING THE PASSWORD

The Internet Banking Services cannot be used by you until you receive your Company ID, User ID, and Temporary Password from the Bank. The Password acts as your signature. You can change your applicable Password at any time. You agree to: (1) keep the Password secure and strictly confidential, and not to provide it to anyone else and (2) immediately notify the Bank and change your Password if you believe your Password may be lost or stolen or has become known to someone else.

D. ACKNOWLEDGEMENT OF COMMERCIALY REASONABLE SECURITY PROCEDURES

By using the Internet Banking and Bill Payment Service, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. If the Account is a Monogram Managed Account, then you agree to be bound by instructions, whether authorized or unauthorized, which the Bank implements in compliance with these procedures, unless you have given the Bank prior notice of possible unauthorized use as described above (and the Bank has had a reasonable opportunity to act on such notice).

E. LIMITATIONS ON FREQUENCY OF TRANSFERS AND DOLLAR AMOUNTS

There is no limit on how often Internet Banking Services can be used. No Internet Banking transfer or Bill Payment made from an Account may exceed your Available Balance in that Account or the available credit if that Account is a Credit Line on the day the Internet Banking transfer or Bill Payment is to be made. If one or more Internet Banking transfers or Bill Payments are made from a Deposit Account that is an Insured Money Market Account, then those transfers and payments are added to your other automatic, pre authorized, check or telephone transfers made from that Account and limited to six for each Account statement cycle period in accordance with the Account agreement. If you exceed this limitation, then the Bank may be required to close your Account and transfer the balance to a checking account.

F. STOP PAYMENTS

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

G. BILL PAYMENT SERVICES

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

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

HOW TO SET UP BILL PAYMENTS

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

Signature Bank is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Payee list.

THE BILL PAYMENT PROCESS

The Bank will process Bill Payments on the Business Day you designate for the Payment Bill, provided the Bill Payment request is received prior to the cut off time set by the Bank, which is currently 4:00pm Eastern Time. Bill Payment requests received on a Business Day after a cut off time, or on a day that is not a Business Day will be processed on the next Business Day. The Bank

reserves its right to change the cut off time by giving you notice of such changes. Such notice will be sent as a Secure Message within the Internet Banking and Bill Payment Service.

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

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

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

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

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

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

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

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

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

RETURNED PAYMENTS

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

Payment Account for the amount of any returned Bill Payments that are voided.

H. YOUR RIGHT TO CANCEL A BILL PAYMENT

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

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

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

I. YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS AND PAYMENTS

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

J. ERRORS OR QUESTIONS ABOUT INTERNET BANKING SERVICES TRANSACTIONS OR BILL PAYMENTS

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

TELEPHONE THE BANK AT: 1.866.SIGLINE (744 5463)
Monday through Friday, 8:00 AM to 8:00 PM EASTERN TIME

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

as soon as you can, if you think your statement or Account information is wrong or if you need more information about an Internet Banking transaction or Bill Payment listed on the statement. If the Account is a Monogram Managed Account, then we must hear from you no later than 14 calendar days after we sent the FIRST statement on which the problem or error appeared. If the Account is a Deposit Account, Credit Line or Monogram Money Market Funds Program Account, then we must hear from you no later than 60 calendar days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and the Account number.
2. 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.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, you must send us your complaint or question in writing within 10 Business Days.

If your complaint involves a Deposit Account, Credit Line or 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. For new

accounts, we may take up to 20 business days to credit your account for the amount you think is in error. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your Deposit Account, Credit Line, or Monogram Money Market Funds Program Account. 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. We will notify you of the results of our investigation within three business days of completion of 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 complaint involves a Monogram Managed Account, then we will tell you the results of our investigation as soon as it is completed.

K. BANK'S LIABILITY

Except as otherwise provided in this Agreement with respect to Deposit Accounts, Credit Lines and Monogram Money Market Program Accounts, the Bank shall be responsible only for performing the services expressly provided for in this Agreement, shall be liable only for its gross negligence or willful misconduct in performing those services, and shall not be liable to any third party or for any act of omission of the Client or any third party (including, but not limited to, the amount, accuracy or timeliness of, or due authorization for, an Internet Banking transaction or Bill Payment). In no event shall the Bank be liable for special, punitive, indirect or consequential damages (including, but not limited to, such damage from subsequent wrongful dishonor), nor shall any action or inaction on the part of the Bank constitute a waiver by it of any cause of action or defense to recovery under any applicable law of mistake or restitution. The maximum period for which the Bank shall be liable for interest (where the Bank is liable for such interest) on any amount to be refunded or paid to you is thirty days and such interest shall be calculated as provided in this Section.

If the Account is a Deposit Account, Credit Line or Monogram Money Market Program Account and we do not complete an Internet Banking or Bill Payment transaction on time or in the correct amount according to our agreement with you, we will be liable for any losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer or payment
- (2) If the transfer or payment would go over the credit limit on your Credit Line.
- (3) If the system was not working properly and you knew about the breakdown when you started the transfer or payment.
- (4) If your computer malfunctions.
- (5) If circumstances beyond our control (such as fire, flood, weather, power failure, computer or equipment failure, interruption of transmission or communications, delay in the U.S. mail, war, terrorist activity, emergency or interference from an outside force) prevent the Internet Banking or Bill Payment transaction from being properly made or completed.
- (6) If the Client's User ID or Password has been reported lost or stolen or we have reason to believe that the Internet Banking or Bill Payment transaction is unauthorized.
- (7) If the transaction would result in the Bank's having exceeded any limitation upon its intra day net funds position established pursuant to present or future Federal Reserve guidelines, would violate any applicable provision of any risk control program or applicable policies, procedures, or practices, would violate any applicable federal or state law, rule or regulation or federal or state court or administrative order or process or the Bank is otherwise legally constrained from doing so.
- (8) If we have reasonable cause not to honor for our or your protection.
- (9) If the Client's Internet Banking and/or Bill Payment privileges have been suspended.
- (10) If the funds in your Account are subject to legal process or other encumbrance restricting the transfer or payment.
- (11) If the Bill Payment Date is not at least five (5) Business Days prior to the due date of such payment.
- (12) If the payee has a mailing address outside the United States.
- (13) To any third party or for any act of omission of Client (including, but not limited to, the amount, accuracy or timeliness or due authorization) or of any third party.
- (14) Any other reason stated in the Account and Credit Line agreements between you and either the Bank or SSG.

If the Account is a Monogram Managed Account and we do not complete an Internet Banking or Bill Payment transaction on time or in the correct amount according to this Agreement, we will not be liable for any losses or damages unless you can show that

such failure was due to our gross negligence and in such event we will be liable only for your actual and proven losses or damages caused by such failure and not for any indirect, special or consequential damages, unless required by applicable law.

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

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

Tell us AT ONCE if you believe the Client's Password has been lost or stolen or if you believe an Internet Banking transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. If your Account is a Deposit Account, Credit Line or Monogram Money Market Funds Program and you tell us within two Business Days, you can lose no more than \$50 if someone used your User ID and/or Password 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 User ID and/or Password, and we can prove we could have stopped someone from using your User ID and/or Password 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 amount in or available through your Monogram Managed Accounts. Also, if your Account shows Internet Banking transfers that you did not make, tell us at once. If you receive a Deposit Account, Credit Line or Monogram Money Market Funds Program Account statement showing Internet Banking transaction 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.

LOST OR STOLEN PASSWORD OR UNAUTHORIZED TRANSFER OR PAYMENTS: If the Client's Password has been lost or stolen or you believe that someone has transferred money from your Account using Internet Banking without your permission, then call the Bank immediately at 1.866.SIGLINE (744 5463) MONDAY THROUGH FRIDAY, 8:00 A.M. TO 8:00 P.M. EASTERN TIME. You can also write the Bank at: Signature Bank, Internet Banking Client Support, 1177 Avenue of the Americas, New York, NY 10036.

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

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

III. Other Terms and Conditions

A. CHANGES TO AGREEMENT

The Bank may change this Agreement at any time by electronically sending to you an e-mail notice (if you have agreement to receive e-mail notices), mailing to you a notice or posting a notice of such change in the Bank's Financial Center where you maintain your Account. However, if the change involves Internet Banking Services relating to a Deposit Account, Personal Credit Line, or Monogram Money Market Funds Program Account and results in (A) increased fees or charges, (B) increased liability for you, (C) a reduction in the types of Internet Banking Services available, or (D) stricter limitations on the frequency or dollar

amounts of the Internet Banking Services, then the Bank will mail to you a written notice at least 21 days before the effective date of the change.

Your continued ability to use Internet Banking Services or your failure to terminate or cancel Internet Banking Services with respect to your Accounts after the effective date of the change will constitute your acceptance of, and agreement to the change.

B. TERMINATION

The Bank may terminate the Internet Banking Services or this Agreement at any time by electronically sending to you an e-mail notice (if you have agreement to receive e-mail notices), mailing to you a notice or posting a notice of such change in the Bank's Financial Center where you maintain your Account.

C. CONFIDENTIALITY

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

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

D. WAIVER

The Bank shall not be deemed to have lost any of its rights under this Agreement because they have not been enforced or exercised. None of the Bank's rights under this Agreement can be affected or waived orally or by any act, acquiescence, practice, course of action, course of dealing or previous action or failure to act. No waiver shall be effective unless made in writing and signed by an authorized officer of the Bank who has full knowledge of all facts and then only to the extent set forth in such writing.

E. INVALIDITY OF ANY PROVISION

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

F. APPLICABLE LAW

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