

Signature

SIGNATURE
SECURITIES

Monogram Managed Account Supplemental Brochure

700558-0612

1. **Monogram Managed Account.** I understand that the Monogram Managed Account ("MMA") offers integrated financial services including a Signature Brokerage Account ("Securities Account") linked with an eligible money market fund ("Transaction Fund"), and checking services ("Checking Component") provided by Signature Bank ("the Bank") at its sole discretion, including Checks, Substitute Checks, Remotely Created Checks, ATM/MasterCard Debit card ("Card"), electronic funds transfer services, including telephone and on-line transfers to affiliated accounts, and bill payment services. The term "Checks" includes checks, Substitute Checks, Remotely Created Checks, money orders, drafts and other instruments or items payable in United States money. The term "Substitute Checks" means paper copies of original checks that federal law permits to replace original checks, which are similar in size to the original with a slightly reduced image of the front and back of the original check, and can be used in the same way as the original check. The term "Remotely Created Checks" means checks drawn on my MMA that have been created by a merchant or other payee at my request or with my authorization or approval, whether directly or indirectly, and generally containing the information normally found on a check, such as my name, my MMA number, the Bank's name and the Bank's routing number, but instead of containing my handwritten signature it would contain my printed or typed name or a statement that I have authorized the check.
2. **MMA Fee.** I shall pay the fees and charges incurred in my MMA, as defined in the Fee Schedule, which may be amended from time to time. I acknowledge that I will be charged an account service fee for each month in which I maintain my MMA, that the amount of the fee may be changed, and that the Transaction Fund will assume various charges in connection with the MMA. I further understand that for any special services that are not part of the regular MMA and that are requested by me and performed by SSG or the Bank, I will pay any customary service charges.
3. **Payment of Checks.** I understand that all debit items, including Checks, Card transactions, Securities Account transactions, and other transactions will be accumulated daily, and that NFS will make payment of these items on my behalf to the extent sufficient funds are available. I will maintain sufficient assets in my MMA to satisfy all obligations as they become due. As used in this Agreement, the total of cash, Transaction Fund balances, and margin loan value shall be the "Total Availability." I understand that payment of any debit item in my MMA will be made, first, from any cash balance available that day (defined as cash available to me on demand without giving rise to margin interest charges), and second when I have no remaining cash balance, from shares available in my transaction fund, and third, from any available margin loan value of my marginable securities. In the event margin credit is extended by NFS, interest will accrue beginning on the date credit is extended and is subject to the terms of the Margin Account Information portion of this Agreement. Payments for debit items will be made on my behalf in the following order as they become due: First, securities transactions (including margin calls) and other account fees; Second, Card transactions; and Third, my MMA Checks. Neither NFS nor SSG or the Bank shall be responsible should any transaction be dishonored due to an insufficient Total Availability. I understand that other transactions that I initiate or to which I have consented may reduce the Total Availability in my account. Due to the transmission time of certain data between financial institutions, Card authorizations may be limited even if funds were contributed or released to the MMA the previous business day.
4. **Transaction Fund.** Amounts contributed and received into the Checking Component or directly into my Securities Account will be invested in one of the following money market funds of my choice: Fidelity Prime Fund, Fidelity Treasury Fund, Fidelity Tax Exempt Fund, or any other fund SSG makes available from time to time, and is selected by me (the "Transaction Fund"), subject to prior payment by me and on my behalf of any outstanding margin loan balances, Card overdrafts or other debit items arising from Card usage, or authorized payments of Securities Account settlements. I understand that access to the redemption proceeds of Transaction Fund shares purchased with monies so advanced may, at the discretion of SSG, be withheld for up to seven days, 20 days for acceptable foreign Checks, to assure that such Checks have been collected. Such withholding may result in dishonor of Checks or rejection of Card transactions or other debit items if monies are not otherwise available to me within the MMA. My MMA statement will detail all activity in the Transaction Fund. This is provided in lieu of a confirmation that might otherwise be provided to me with respect to those transactions.

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

Termination will result in the cancellation of all Check writing, Card services, Securities Account and other features or privileges. I will remain responsible for all charges, debit items, or other transactions initiated or authorized by me whether arising before or after termination. If my MMA is terminated for any reason, I agree to immediately destroy all unused checks and Cards. I understand that the Bank may terminate any Card services without resulting in termination of my MMA.

6. **Statements.** I understand that any activity occurring in the MMA, including activity in the Securities Account and Checking Component will appear on the summary monthly statement of activity mailed to me directly by NFS. Statements shall be mailed only quarterly in the event there are balances or positions in my brokerage account(s) and there has been no activity. Any Checks drawn by me on the Checking Component and paid during that statement period will not be returned with the statement. Instead, payee detail information will appear on the statement, provided that information is available to SSG and NFS at the time the statement is generated. At its discretion, SSG may decide to return the original Checks, Substitute Checks, or copies, or optical images of the original Check or Substitute Check with the statement. Copies of Checks and Substitute Checks are available from SSG upon request. I agree to exercise reasonable care and promptness in examining my statements to discover any errors or irregularity including, but not limited to, any forged, unauthorized or improperly made signatures on, or any alteration of, a Check. I will notify the Bank promptly in writing of any errors or irregularities, and in no event more than fourteen (14) calendar days after the time that such statement was first made available to me.
7. **Telephone Transfers.** I understand that I can request telephone transfers between the Checking Component and most of my other accounts that I maintain at the Bank. I agree that SSG's and/or the Bank's records of such telephone transfers are binding, and agree to assume all risks in connection with such telephone transfers. Those risks include, but are not limited to, (i) requests made by a person representing himself or herself to be me or an individual I have authorized to act for me, (ii) delays or errors as a result of a misunderstanding of any telephone instructions and (iii) the malfunction of any equipment. The risks do not include those risks resulting directly from the Bank's willfulness, recklessness or gross negligence. SSG and/or the Bank reserve the right to refuse a telephone request for the transfer of funds. I authorize the Bank to respond to telephone inquiries about my MMA from any person representing himself or herself to be an authorized individual whose signature appears on the account records and believe by the Bank to be me or that individual.
8. **Deposited or Cashed Checks.** The Bank and SSG are authorized to accept for my Checking Component all Checks from third parties which are payable to me. I agree that the Bank and SSG shall not be responsible for any delay in giving my Checking Component credit for any deposit I make, for the acts of any agent of mine or person or persons whom I have authorized to act on my behalf with respect to Checking Component or for any other act that the Bank or SSG thinks is appropriate provided the Bank and SSG have acted in good faith.
9. **Multiple Endorsements.** I agree that if I want to deposit a Check into or cash a Check against my Checking Component that is not made payable to me, but which has been endorsed by the payee of the Check, the Bank or SSG may refuse to accept that Check if the Bank or SSG are unable to verify to its satisfaction that the payee's endorsement and all other endorsements on the Check are genuine.
10. **Funds Availability.** Funds deposited in the Checking Component in the form of a Check will normally be available immediately for withdrawal, except as otherwise provided in Section 4 of the Additional Provisions for Monogram Managed Accounts of this Agreement.
11. **Encoding.** If the Bank accepts Checks from me, for deposit into or to be cashed against my Checking Component, that my agent or I have encoded with MICR encoding or other encoding, the Bank may rely upon the accuracy and completeness of such encoding in processing the Checks for collection or payment. I shall be solely responsible for any encoding errors or defects including, without limitation, amount errors and shall indemnify and hold the Bank harmless from and against any and all claims, demands, damages, liabilities, losses and expenses (including attorney's fees) resulting, directly or indirectly, from such encoding.
12. **Collection of Checks.** All Checks deposited in my Checking Component, or cashed for me, are received by the Bank as agent for me and are subject to collection. The Bank shall not be responsible for any loss due to the failure to demand payment of amounts due on Checks I deposit, which is called presentment, or because of the late presentment of any check. The Bank chooses the method of obtaining final payment of Checks and may use other banks or agents in the process. The Bank will use due diligence in the selection of collection agents and correspondent banks (hereinafter collectively called the "Correspondents") but will not be liable for the insolvency, neglect, misconduct, mistake or default of any such Correspondents or for loss or destruction of a Check in transit or in the possession of others. The Bank or any Correspondent may waive presentment, notice and protest on all Checks for which credit or value is given in whole or in part or which are received for deposit or collection and may send any Check, directly or indirectly, to any bank, including the drawee or payor, or to any non-bank payer. I authorize the Bank to renew or to extend the time with respect to the collection of any sums due on said Checks, and I agree that any such renewals, extension of time or other modification of such collection shall be deemed to have been granted or made with a full and express reservation by the Bank of any of its rights that it has against me. The Bank is not responsible for any act or failure to act that is reasonable under the circumstances or that it is taken or omitted pursuant to this Agreement.
13. **Uncollected and Returned Checks.** Any Check not finally collected may be charged back to any of my accounts at the Bank or SSG whether such Check was cashed or deposited. If a Check that I have deposited to or cashed against my Checking Component is returned and claimed to have a forged signature or forged endorsement or is materially altered, then the Bank and/or SSG may charge any of my other accounts at the Bank or SSG for the amount of such

Check.

14. **No Protest.** If any check which I deposit into or cash against my Checking Component is returned unpaid by the bank that it is drawn upon, I agree that I will not require the Bank to obtain a protest, which is an official certification that a check has been dishonored.
15. **Withdrawals (Checks).** My Checking Component may be debited on the day a Check that has been drawn on that Checking Component is presented to the Bank or at such earlier time as notification is received by the Bank by electronic or other means that a Check drawn on my Checking Component has been deposited or received for collection in another financial institution. A determination of my Checking Component balance for purposes of making a decision to dishonor a Check for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of return of the Check or and no more than one such determination need be made. If more than one Check drawn on my Checking Component is presented to the Bank for payment on a day when there are insufficient available funds in my Checking Component to pay all of the Checks, then the Bank will pay the Checks based upon the amount of the Check beginning with the Check in the smallest amount in order to minimize the number of Checks for which there are insufficient or uncollected funds. This policy will minimize the fees for such Checks and the number of Checks that could be returned unpaid.
16. **Bank's Right to Refuse Payment.** The Bank may refuse to pay Checks drawn upon, or refuse any other withdrawal request from, my Checking Component in cases such as, but not limited to, the following:
 - a. If the withdrawal would consist of funds that are not yet available for withdrawal.
 - b. If the Bank or SSG has been ordered by a court or other legal process, such as a levy, execution, or restraining notice, not to permit the withdrawal.
 - c. If the Bank or SSG is aware of any dispute relating to the Checking Component, unless a court has ordered the Bank to permit the withdrawal.
 - d. If the Bank or SSG has some suspicion of fraud or irregularity.
 - e. If I, or someone who the Bank, in its sole discretion, believes is authorized to act for me, directs the Bank not to make payment.
 - f. If the signature(s) on the Check or other withdrawal request does not compare favorably with the specimen signature(s) on the records of the Bank for the Checking Component.
 - g. If the Check or withdrawal request has not been presented with any or all of the required signatures.
 - h. If an equipment problem at the Bank prevents determining the available funds.
 - i. If any document (such as Checks or withdrawal request forms supplied by the Bank) or identification the Bank or the law requires in connection with the withdrawal has not been presented to the Bank.
17. **Lost or Stolen Checks.** If any of the checks I use to withdraw funds from the Checking Component are lost or stolen, I agree to notify the Bank immediately.
18. **Purchasing Checks from Unauthorized Vendors.** If I purchase checks to use to withdraw funds from my Checking Component from a company other than a vendor authorized by the Bank, then unless the Bank has approved those checks in advance, the Bank may assess an additional charge for processing those checks and/or refuse to pay those checks because the Bank's, or its agent's, equipment may not be able to read or process them properly. I will be solely responsible for any costs and losses resulting from using checks, other than those purchased from authorized vendors, to withdraw from my Checking Component or the bank refusing to pay such checks.
19. **Check Notations.** Notations are any legends, instructions, restrictions or language such as, but not limited to, "not valid after 60 days" or "not valid over \$1,000". If I add Notations to any Checks that are used to withdraw from my Checking Component or have Notations printed on such Checks, I agree that such Notations are not intended to be conditions on the payment or negotiation of the Check. I agree that the Bank may disregard these Notations and agree that the Bank will not be responsible for any losses, claims, damages, or expenses that may result from doing so or from my placing these Notations or any other statements on any Checks that are used to withdraw from the Checking Component.
20. **Postdated Checks.** Postdating a Check does not guarantee that payment of the Check will be delayed until after the date of the Check. The Bank reserves the right to pay any Check at the time when it is presented for payment, regardless of the date I write on the Check. I agree that I shall have no claim against the Bank or SSG if the Bank pays a Check prior to the date of the Check. If the postdated Check is returned because there were insufficient or uncollected funds in my Checking Component, I will be charged the Bank's standard fee for a Check drawn on insufficient or uncollected funds.
21. **Checks with Stale Dates.** The bank has the right, but shall not be required, to pay a stale dated Check, which is a Check that has been presented for payment more than 6 months after the date of the Check. To make sure that the Bank will not pay a stale dated Check, I must place a Stop Payment Order on it.
22. **Substitute Checks.** To make Check processing faster, federal law permits banks to replace original Checks with "Substitute Checks." Substitute Checks are similar in size to original Checks with a slightly reduced image of the front and back of the original Check. The front of a Substitute Check states: "This is a legal copy of your check. You can use it the same way you would use the original check." A Substitute Check can be used as proof of payment just like the original Check. Some or all of the Checks that I receive back from the Bank may be Substitute Checks. The following describes rights I may have when I receive Substitute Checks from the Bank. These rights do not apply to original Checks, images or copies of Checks that do not meet the definition of a Substitute Check or to electronic debits to my Checking Component.

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

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

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

My claim must include-

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

23. **Stop Payment Order.** I may request that payment be stopped on any Check that I have written provided the Check has not been paid before the Bank has had a reasonable period of time to act on the stop payment request. I may make the request in person at a Financial Center by signing a stop payment order on the Bank's form or I may make the request by calling the Signature Line toll free at 1-866-sigline. I must provide my MMA account number, the number and date of my Check, the name of the payee and the amount of the Check. If any of this information is not stated or is stated incorrectly, the Bank shall not be liable if it fails to honor the stop payment request or stops payment on the wrong Check. I understand that each stop payment order will automatically expire one year (365 days) from its original date unless I deliver to the Bank a signed request for its renewal before the expiration date and the bank has a reasonable period to act on the renewal before the stop payment has expired. The Bank may assess a service charge for each written or oral stop payment order I make or deliver to the Bank and for each request to renew such stop payment order. I understand that if the Check is presented after the stop payment expires, the Bank will pay it if it is not stale dated and may pay it even if it is stale dated.
24. **Notice of Errors, Forgeries, Alterations-Time Limits.** I must notify the Bank in writing within fourteen (14) calendar days from the delivery or mailing of any MMA account statement, of any claimed errors in such statement. Such errors include, but are not limited to, claims that my signature was forged; a Check was drawn without my authority, that a Check was altered in any way, or that the amount of a Check was raised. If I fail to give such notice, the MMA account statement shall be considered to be correct for all purposes and SSG and the Bank shall not be liable for any payments made and charged to the Checking Component. I will not bring or cause to be brought any legal proceeding or action against the Bank or SSG to seek to recover any payment of any Check upon which any signature or endorsement has been forged or was improper or which was drawn, made, accepted or endorsed without my authority or the authority of the endorser, or which was altered in any way or on which the amount was raised, or from which any endorsement was missing unless I shall have given the Bank the written notice provided above and I start or cause to be started such legal proceeding or action within one (1) year from the date such statement was delivered or mailed to me, or within one and one-half (1 1/2) years in the case of any unauthorized endorsement. I agree that the Bank shall be deemed to have acted in good faith and used ordinary care and shall not be liable to me for any forgery of my signature or any alteration if the forgery of my signature or any alteration if the forgery of my signature or the alteration is not readily apparent and recognizable to an ordinary bank teller.
25. **Bank's Right to Indemnification.** If the Bank believes in its sole discretion that any instruction from me regarding the Checking Component or a Check that the Bank agrees to accept might expose it to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, the Bank may require indemnification from me satisfactory to the Bank before following such instructions.
26. **Applicable Laws.** I agree that the Checking Component will be governed by the laws and regulations of the State of New York, including, but not limited to, the Uniform Commercial Code, except to the extent that federal laws and regulations apply. In addition, the rules and regulations of any clearinghouse of which the Bank is a member shall apply. If any part of this Agreement shall not be valid under any law or regulation, it shall not affect any other part.
27. **No Implied Waiver.** Bank's failure to enforce any of its rights under this Agreement shall not be deemed a waiver of (1) those rights not enforced; (2) any of its rights; (3) any specific default; (4) any default by me in the performance of

any of my obligations under this Agreement; or (5) Bank's right to insist upon or to enforce performance by me of my obligations under this Agreement. None of Bank's rights under this Agreement can be affected or waived orally or by any prior act, acquiescence, practice, course of action, course of dealing or previous action or failure to act. No waiver shall be effective unless made in writing and signed by Bank's authorized officer having full knowledge of all facts, and **then only to the extent set forth in the writing.**

28. **Lawsuits.** I agree to commence any action or proceeding against Bank relating to the Checking Component regarding performance or non-performance, ONLY in a court of competent subject matter jurisdiction (State or Federal) located within the State of New York and the County of New York, which shall be the exclusive venue and forum for all litigations between you and the Bank regarding or in any way relating to Checking Component of the Agreement.

In any action commenced by Bank against me to enforce or protect Banks' rights hereunder, I (1) waive any objection I may now or hereafter have to the venue of such proceeding, including that the venue or the court is inconvenient or improper; (2) agree that service of process may be effected upon me, and be deemed valid and sufficient, by mailing of a copy of the summons and complaint by first class mail to my address contained in Bank's records, whether or not, at the time of mailing, (i) such address is my current address; (ii) Bank knew or should have known of a current or better or other address for me; and (iii) whether or not such mailing actually is received by me. Service of process shall be deemed complete ten days after filing with the court of proof of such mailing, which may be made by affidavit, attesting to the mailing or depositing in an official depository under the care or custody of the U.S. Postal Service; and agree that nothing set forth herein shall affect Bank's right to effect service of process in any other manner authorized by law. In any such action, if Bank is the prevailing party, Bank shall be entitled to recover its attorneys fees, costs and expenses (including those allocated to the Bank's internal Legal Department) and expert's and consultant's fees (whether or not they testify) and expenses but if you are the prevailing party, **you waive, and shall not have, any such reciprocal right against Bank.** Any action commenced by Bank against you shall be timely if commenced within the applicable period of limitations provided by law.

In any lawsuit or other legal proceeding in which I and the Bank are in different positions, I agree that I will not claim that the Bank waited too long to make its claim or state its position and I agree not to make any claim against the Bank in the same legal proceeding if my claim does not involve the original claim in that legal proceeding.

29. **Limitation Of Bank's Liability.** I agree that in any litigation in which I and Bank are adverse parties as to any claim allegedly arising or resulting from, or in any way related to, Bank's performance or non-performance of this Agreement my sole right to any relief shall be limited to breach of contract. I specifically waive any and all claims, however denominated, whether based on or arising from statute or tort and specifically waive the right to recover from Bank on any claim of negligence, gross negligence, willful misconduct, failure to act in good faith and/or deal fairly with me, bad faith, breach of implied covenant or duty to act in good faith or deal fairly with me, breach of fiduciary duty, commercial unreasonableness, loss of business, loss of business opportunity or advantage. I further agree that, in no event, shall I claim or shall Bank be liable for special, punitive, indirect or consequential damages, whether economic or non-economic, loss of profits, loss of business or other financial loss, lost savings, lost benefits, even if Bank has acted in bad faith and even if Bank has been advised of the possibility of or could have foreseen such damages or the possibility of such damages, and your attorney's fees and expenses of litigation (including the fees and expenses of your experts, consultants or any other person, whether or not they testify), even if I would otherwise be entitled to recover such attorneys fees or litigation expenses under any applicable statute or rule, and any other legal cost, disbursement or other expense, however denominated.
30. **Limitation on Your Time to Sue.** I agree I **must** commence any legal action or proceeding against Bank with respect to the Checking Component within the one year of the date of the occurrence of the event that is the subject matter of the action or proceeding but in no event beyond the time period set forth in any law or agreement applicable to such event.
31. **Jury Trial Waiver; Other Waivers.** I AGREE THAT IN ANY LITIGATION RELATING TO THE CHECKING COMPONENT OF THE AGREEMENT OR ANY RELATED AGREEMENT, IN WHICH BANK AND I SHALL BE ADVERSE PARTIES, THE ACTION AS BETWEEN ME AND THE BANK SHALL BE TRIED BY THE COURT WITHOUT A JURY. I SPECIFICALLY AGREE AND CONSENT THAT TRIAL BY JURY IS WAIVED AS TO EACH AND EVERY ISSUE WHICH MAY OR MIGHT BE TRIABLE AS OF RIGHT TO A JURY ACCORDING TO THE CONSTITUTION OR THE LAWS OF THE STATE OF NEW YORK. In addition, I agree to waive the right to interpose against Bank any defense based upon lack of personal jurisdiction, inconvenience of forum, the statute of limitations, laches, waiver, estoppel, and any setoff, cross-claim or counterclaim, however denominated, whether related or unrelated to the Checking Component of the Agreement or to any related agreement.
32. **Burden of Proof and Duty to Mitigate.** In any litigation in which I and Bank are adverse parties, and I seek a recovery from Bank, I shall have and agree to bear the burden of proving my claim to relief and alleged actual and direct damages by clear and convincing proof and not merely a preponderance of proof. I agree to make all reasonable efforts, and will cooperate in good faith with Bank, to avoid or mitigate my alleged damages or loss.
33. **Presumption of Bank Acting With Reasonable Care.** I agree that Bank's performance in accordance with this Agreement or in accordance with Standard Banking Practice of banks relating to accounts and transactions covered by this Agreement shall be conclusively presumed and deemed to have been in compliance with Bank's duty to act with reasonable care, it being clearly understood that this Agreement sets forth the standards of and by which Bank's compliance with a duty of reasonable care shall be measured.
34. **Blocked or Restrained Accounts.** You agree that if your Account is restrained or blocked by legal process, court order or government action, then Signature Securities Group Corporation 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.**