

Chief Procurement Officer (CPO) / Designee:  _____ **Date:** 04/24/2025

CPO Comment/Exceptions: _____

ATTACHMENTS:

Original contract packet #24-0582

Item #: _____
Munis Contract #: 3250264
Original Contract Item #: 24-0582
City of Farmington Contract #: RFP23-148976

**AMENDMENT NO. 1 TO
BANKING AGREEMENT BETWEEN THE
CITY OF SANTA FE AND WELLS FARGO BANK, N.A.
ITEM #24-0582**

This AMENDMENT No. 1 (the "Amendment") amends the BANKING AGREEMENT BETWEEN THE CITY OF SANTA FE AND WELLS FARGO BANK, N.A., dated September 27, 2024 (the "Contract"), between the City of Santa Fe (the "City") and **WELLS FARGO BANK, N.A.** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City with banking and treasury management services, as specified in its Master Banking Services Agreement with the City of Farmington, Contract #RFP23-148976 ("MBSA").

B. Pursuant to Article 3 of the Contract, all provisions of the MBSA not specifically set forth in the Contract apply, except to the extent that they conflict with the Contract.

C. Section 4 of the Contract allows the Bank and the City to renew the term of the Contract for up to nine (9) additional one (1) year terms. For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree to amend the Contract as follows:

1. TERM AND PRICING:

The Contract shall be effective when signed by the City and the Bank ("Effective Date") and shall automatically renew for successive eight (8) one (1) year terms years after the Effective Date, and shall expire on September 26, 2034, unless otherwise not renewed or terminated by the parties in accordance with the Contract.

Either party may elect not to renew the Contract by providing thirty (30) days written notice prior to the expiration of the Contract's current one (1) year term. The Bank reserves the right to propose increased pricing on the Contract, by providing 60 days written notice prior to the expiration of the current term, up to the amount of any price related increases the Bank has agreed to with the City of Farmington for the subsequent year term. The City shall have the right not to accept the increased pricing and may provide notice that the Contract will not be renewed, provided that it provides written notice of the same, at least thirty days prior to the expiration of the Contract's current one (1) year term.

2. CONTRACT IN FULL FORCE

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 22, 2025 14:27 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

CONTRACTOR:

Mark A. Jensen
Mark A. Jensen (Apr 22, 2025 13:26 PDT)
Mark A. Jensen, Senior Vice President

DATE: **Apr 22, 2025**

NMBTIN: _____

Emily K. Oster

FINANCE DIRECTOR



Date: September 17, 2024
To: Mayor Alan Webber and Governing Body
Finance Committee
Via: Emily Oster, Finance Director *Emily K. Oster*
From: Travis Dutton-Leyda, CPO *[Signature]*
Subject: Fiscal Agent/Master Banking Services Agreement

Vendor Name: Wells Fargo Bank

Vendor Number: 2901

ITEM AND ISSUE:

The Finance Department respectfully request your review and approval of Fiscal Agent for banking services. Request for the Approval of an Agreement in the total amount of \$1,000,000.00 for Fiscal Year 25, all future years shall be based on utilization, rebates, and budget.

Department Contact Info: Travis Dutton-Leyda; 505-629-8351; tkduttonleyda@santafenm.gov
Clarence Romero; 505-955-6547; clromero@santafenm.gov

BACKGROUND AND SUMMARY:

The City of Santa Fe requires a sophisticated financial institution to partner with in order to provide financial services to the public, vendors, and employees while prudently and efficiently managing the many financial transactions the City engages on a daily, weekly, monthly basis. It is imperative and critical to have a Fiscal Agent contract and is required to stay in compliance with federal, state and municipality oversights.

PROCUREMENT METHOD:

The City of Farmington has established a Price Agreement through a Request for Proposals (RFP) #23-148976 for Master Banking Services, awarded to Wells Fargo Bank on August 14, 2024. The agreement's initial term extends until April 30, 2025, with the option to renew for up to an additional nine (9) years.

Chief Procurement Officer Approval: *[Signature]* _____ **Date:** _____

Comment/Exceptions: NMSA 1978, Section 13-1-129

Supporting Information:

CONTRACT NUMBER: 3250187

SSSSS SOURCE/REVENUE: Expense | Revenue

The funding source is:

Various

Budget Officer Approval: Andy Hopkins **Date:** _____
Comment/Exceptions: _____

Grant Yes | No

Project Yes | No

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000

Yes | No

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

Yes | No

Was this service deemed construction: Yes | No

Department Approvals:

IT Components: Yes | No

Vehicles: Yes | No

Facilities, Furniture, Fixtures, Equipment: Yes | No

ATTACHMENTS:

Contract between Wells Fargo and Farmington <-bases for Santa Fe's contract

Certificate of Liability Insurance

General Services Contract – Wells Fargo

CPO Service Determination/Email

Horizons Declination

Farmington's RFP and Proposals will be stored in the Munis contract record

**BANKING AGREEMENT BETWEEN THE
CITY OF SANTA FE AND WELLS FARGO
BANK, N.A.**

25th day of September, 2024

This Agreement ("Agreement") is made and entered into this ~~___th day of August, 2024~~ by and between City of Santa Fe (the "City"), and Wells Fargo Bank, N.A. ("Bank").

RECITALS:

- A. On or about May 21, 2024, Bank entered into a Master Banking Services Agreement with the City of Farmington ("Farmington") to provide banking and treasury management services ("MBSA"), procured and awarded through a competitive and open procurement process; and
- B. The City represents that it has the authority to enter into the Agreement with Bank, as a procurement under an existing contract, pursuant to New Mexico law, NMSA 1978, sec. 13-1-129.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Services Purchased: Bank shall provide to the City the banking and treasury management services, as specified in the MBSA including the exhibits referenced in that section. A copy of the MBSA (including all Exhibits and Addendum) is attached as **Exhibit A** to the Agreement and incorporated herein.
2. Payment: Payment to the Bank shall be made in accordance with the City of Farmington pricing as set forth in the MBSA. For the sake of clarity, the City of Farmington pricing (applicable to the City) is set forth herein as Exhibit B to the Agreement and incorporated herein.
3. Terms and Conditions of MBSA Apply: Except as set forth herein, all provisions of the MBSA are incorporated in and shall apply to this Agreement (except for San Juan County's pricing) as though fully set forth herein, including that all references to the City of Farmington shall mean the City of Santa Fe. For the avoidance of doubt, the Agreement will not be affected by any subsequent amendments to or termination of the MBSA, which will be applicable solely to the relationship between City of Farmington and Bank. Any subsequent amendment or modification to the Agreement must be made in accordance with the terms hereof and would be subject to any applicable restriction or limitation under applicable law.
4. Term: This Agreement shall commence upon execution by the parties and shall continue until April 30, 2025 with the parties having the option to mutually agree in writing to renew for up to nine (9) additional one (1) year terms.
5. Conflicts: If there is a conflict between the terms and conditions of Exhibit A and the terms and conditions of this Agreement, those of this Agreement will control. If there is a conflict among terms and conditions within the documents that make up Exhibit A, such conflict will be resolved as set forth in Exhibit A.

6. Notices: All notices to the City shall be sent to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe Purchasing Division
200 Lincoln Avenue
Santa Fe, N.M.
87504-0909

Bank:

Mark A. Jensen
Senior Vice President
Wells Fargo Bank, N.A.
8601 N. Scottsdale Rd, Suite 240
MAC S4035-02D
Scottsdale, AZ 85253-2736

7. Miscellaneous: For the sake of clarity, all provisions in the MBSA imposing any indemnification obligations on the City shall be treated as reimbursement provisions to the extent not expressly prohibited by New Mexico law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

WELLS FARGO BANK, N.A.

By: Mark A. Jensen
Mark A. Jensen (Aug 29, 2024 08:46 PDT)

Title: Senior Vice President

CITY OF SANTA FE

By: Alan Webber
Alan Webber (Sep 27, 2024 10:53 MDT)

ALAN WEBBER, MAYOR

ATTEST:

By: GERALYN CARDENAS
GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 09/25/2024 xv

CITY ATTORNEY'S OFFICE:

By: Marcos Martinez
Marcos Martinez (Aug 29, 2024 09:51 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

FINANCE:

By: *Emily K. Oster*
EMILY OSTER, FINANCE DIRECTOR

MASTER BANKING SERVICES AGREEMENT

This Master Banking Services Agreement (this "**Agreement**") is entered into as of the 21st day of ~~May, 2024~~ by and between Wells Fargo Bank, N.A. ("**Bank**"), and City of Farmington (the "**City**"). 25th day of September, 2024

Recitals

WHEREAS, the City issued Request for Proposal for the provision of banking services on October 16, 2022, (the "**RFP**") to which the Bank submitted its response dated December 14, 2022 (the "**Bank's Response**," further described below);

WHEREAS, on the basis of the Bank's Response, the City has determined to engage the Bank to provide certain banking services (each, a "**Service**" and collectively, the "**Services**") all as provided in the Bank's Response and set forth in this Agreement.

Agreement

1. Service Documentation. Bank shall provide, and the City shall accept, the Services pursuant to the terms and conditions of the "**Service Documentation**" which includes:

1.1 This framework agreement (i.e., the first five (5) pages of this Agreement);

1.2 The negotiated (1) Master Agreement for Treasury Management Services, (2) Commercial Account Agreement and (3) the Service Description for each Service) (each, a "Service Description") (collectively attached as Exhibit A);

1.3 The Bank's Response, incorporated by reference herein, including (i) all of its exhibits and addendum, including the Master Agreement for Treasury Management Services and the Service Description and (ii) the commercial account agreement for the deposit accounts that the City maintains at Bank (the "**Deposit Agreement**" or "Commercial Account Agreement"); and

1.4 The RFP, incorporated by reference herein.

If there is a conflict among the documents that make up the Service Documentation, the documents will govern in the order set forth above.

The Service Documentation constitute the entire agreement between Bank and the City and supersedes all prior representations, conditions, warranties, understandings, proposals, or agreements regarding a Service. No course of dealing or waiver of any right on one occasion will constitute a modification of the above referenced documents or be a waiver of that right on a subsequent occasion.

2. Services; Additional Services. If the City requests and Bank agrees to provide additional services after the date of this Agreement, which are governed by additional service descriptions, pricing or other documents, the Bank shall provide a copy of those documents to City and the terms and conditions thereof shall be deemed to be incorporated herein by reference without the need to either amend this Agreement or to add such service descriptions, pricing or other documents as attachments to this Agreement.

Bank may change (or add to) the terms in the Service Documentation in its discretion if such change (or addition) is (i) in response to a change in or required by Applicable Law or interpretations thereof or (ii) a Bank-wide change affecting substantially all customers who use the Services or a specific Service. If an enhancement to a Service or other change requires a

change to a Service Description, Bank will post an updated Service Description on Vantage. Bank will notify City of changes to terms or fees (which notification may be by electronic means, including via Vantage) at least 30 days before the change takes effect, unless such change is in response to a change in or required by Applicable Law or interpretation thereof and such prior notice is not reasonably feasible. If City continues to use a Service after the change takes effect, City will be bound by the change. Notwithstanding the foregoing, Bank will not change the fees for the Services prior to 30 days unless such change is in response to a change in or required by Applicable Law or interpretation thereof. Except as set forth above and in this Agreement, changes to the Service Documentation require City and Bank's written approval. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any transaction effected under this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.

3. Term and Termination.

This Agreement shall have an initial term starting on May 1, 2024, and ending on April 30, 2025, with the parties having the option to mutually agree in writing to renew for up to nine (9) additional one (1) year periods, subject to the appropriation of funds by the City Council.

This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice (unless a Service is terminated sooner in accordance with these Service Documentation). This Agreement may be terminated by the City with cause following notice to Bank of a breach of the Agreement and the Bank's failure to cure the breach within thirty (30) days of the date of such notice. Bank may also terminate the Agreement for cause (a) following notice to the City of a breach of any provision of the Service Documentation and the City's failure to cure the breach within thirty (30) days of the date of such notice, or (b) without notice to the City if (i) The City is subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or the City enters into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up, (ii) Bank reasonably suspects that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity, (iii) The Bank determines in its sole discretion that continuing to provide a Service may place the Bank at risk of financial loss or result in an unacceptable credit exposure, (iv) Bank determines in its sole discretion that a material adverse change has occurred in the City's ability to perform its obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or (v) the Account necessary to provide a Service is closed. The termination of a Service will not affect the City's or the Bank's rights with respect to transactions occurring before termination. Bank will not be liable to the City for any losses or damages the City may incur as a result of any termination of any Service or this Agreement.

4. Service Fees. The City shall pay Bank the fees for the Services as set forth in Exhibit B, Exhibit F (Cost Proposal) of Bank's Response. Billing statements will be provided monthly and debited from the City's designated account the following month for any fees not covered by earnings credits and any taxes that are due. Bank reserves the right to modify pricing to reflect the impact of any changes in law, regulations or interpretations thereof. Bank also reserves the right to change its pricing methodology, including element IDs for a particular service, so long as the change does not increase the total price of such service to the City (unless permitted under the immediately preceding sentence).

5. Representations and Warranties.

5.1 Mutual Representations and Warranties. Each of the parties hereto represents and warrants to the other party that: (i) such party is duly organized and in good standing in all appropriate jurisdictions; (ii) each party is fully authorized to execute and perform under this Agreement and the execution of and performance under this Agreement does not violate any law, regulation, contract or organizational document by which such party is bound; and (iii) the individual(s) executing this Agreement on behalf of such party has full corporate and/or organizational authority to do so;

5.2 The City warrants it will not use any Service in a manner which violates any federal or state law including without limitation any sanction or control administered by the Office of Foreign Assets Control or Bureau of Export Administration.

5.3 If the City employs an agent in connection with its use of any Service, the City represents and warrants to Bank that (a) the City's governing body has duly authorized the agent and (b) The City will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it. Any communication to Bank regarding the City's use of a Service from the City's agent will be deemed to be a communication from the City, and the City authorizes Bank to communicate with the City's agent regarding any such communication or Service.

5.4 Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

6. Bank's Liability and Indemnification.

6.1 Bank's Indemnification.

(a) During the term of this Agreement, Bank will indemnify, defend and hold harmless the City and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all claims, losses, demands, liability, judgments, awards, interest, attorney's fees and costs (collectively, "Losses") arising out of, or resulting from the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of Bank or any of its officers, directors, employees, agents, or subcontractors, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Party.

(b) During the term of this Agreement, Bank will indemnify, defend and hold harmless the Indemnified Parties against any allegation that materials or services provided by the Bank under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual, property or proprietary right of any third party. Notwithstanding the foregoing, Bank shall have no liability for such infringements or violations based on (i) any unauthorized alteration or modification of the materials or services by any party other than Bank, (ii) use of the materials or services in any manner other than as permitted under this Agreement, (iii) use of the materials or services in combination with any equipment or software not authorized

by Bank or reasonably intended for use with the materials or services, or (iv) Bank's compliance with specific information or instructions provided to Bank by any Indemnified Party.

In no event will Bank be liable under paragraph (a) or (b) above for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Bank, and regardless of the form of the claim or action or the legal theory on which it is based. Bank's aggregate liability under paragraphs (a) and (b) above will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).

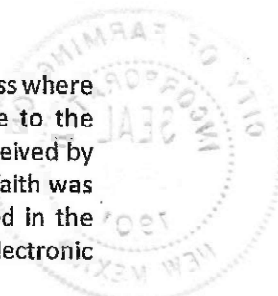
If any Indemnified Party determines to seek indemnification from Bank under paragraph (a) or (b) above, the Indemnified Party shall provide written notice of the suit, claim or action to Bank as soon as practicable but in any event not later than fifteen (15) business days following the Indemnified Party's receipt of notice of such suit, claim or action. Notwithstanding the above, the Indemnified Party's written notice must provide Bank with a reasonable amount of time to be able to timely respond to any suit, claim or action. Said written notice shall specify in detail: (i) the facts constituting the basis for the allegations and (ii) if known, the aggregate amount of Losses for which a claim is being made, or to the extent that such Losses are not known or have not been incurred at the time such claim is made, an estimate, to be prepared in good faith and accompanied by supporting documentation, of the aggregate potential amount of such Losses.

In the case of any suit, claim or action for which indemnification is sought by any Indemnified Party under paragraph (a) or (b) above, the Indemnified Party shall permit Bank to assume and control the defense or settlement of such suit, claim or action at Bank's expense. The Indemnified Parties and Bank shall reasonably cooperate in the investigation, pre-trial activities, trial, compromise, settlement, discharge and/or defense of any suit, claim or action for which indemnification is sought under paragraph (a) or (b) above, and the records and employees of the Indemnified Parties shall be made reasonably available to Bank with respect to such defense.

7. Miscellaneous.

7.1 The Service Documentation will be governed by substantive federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the State of New Mexico, without regard to conflicts of laws principles. Any portion of the Service Documentation which is inconsistent with applicable laws, regulations or rules will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to the City as a result of the inconsistency or modification and application. If any portion of the Service Documentation is deemed unenforceable, it will not affect the enforceability of the remaining Service Documentation. Venue for any action arising out of or relating to this Agreement shall lie in state or federal courts in or for San Juan County, New Mexico. UNLESS PROHIBITED BY APPLICABLE LAW, BANK AND CITY HEREBY IRREVOCABLY WAIVE ALL RIGHT TO, AND WILL NOT SEEK, TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SERVICE DOCUMENTATION.

7.2 Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Bank will use the most recent address for the City in Bank's



records, and any notice from Bank will be effective when sent. The City will use the address where the City's relationship manager or other manager is located and address any notice to the attention of such manager. Any notice from the City will be effective when actually received by Bank. Bank will be entitled to rely on any notice from the City that it believes in good faith was authorized by an authorized representative of the City and, except as expressly stated in the Service Documentation, will have no obligation to verify the signature (including an electronic signature).

7.3 This Agreement may be executed in any number of counterparts, which when taken together shall constitute one complete original of this Agreement. This Agreement may be executed and delivered via facsimile or any electronic means, such as email.

7.4 For the sake of clarity, except as expressly set forth in the Service Documentation, no modifications, amendments, or alterations in the terms or conditions to the Agreement shall be effective unless contained in a written document executed by City and Bank.

7.6 Bank will perform its obligations under this Agreement in accordance with: (i) applicable Federal laws, (ii) applicable state and local laws and regulations to the extent, in Bank's opinion, compliance would not conflict with applicable federal laws or industry banking practice or its own policies and procedures and (iii) Bank's Service Documentation.

7.7 Nothing in this Agreement gives rise to a right, expectation, or other entitlement on the part of the City to inspect, audit, examine, or visit any Bank data center, facilities, systems, networks or equipment; or (2) any technology documentation, test or scan results, or any other artifact relating to Bank's security practices. Bank can allow City to conduct audits of relevant records with reasonable prior notice during normal business hours in accordance with Bank's policies for the purpose of verifying the accuracy of amounts charged or compliance with contractual financial and record-keeping requirements.

7.8 Nothing in this Agreement shall be construed to alter or waive the City's rights under the New Mexico Tort Claims Act.

7.9 To the extent that any provision in this Agreement shall be finally determined by a court of competent jurisdiction to be void, illegal or otherwise unenforceable, the same shall have no effect upon the enforceability of the remaining provisions of this Agreement.

Each of the parties hereto agrees to be bound by the terms and conditions of this Agreement and each of the Attachments, as of the above written date.

City of Farmington

By: Nate Sockett
Name: Nate Sockett
Title: Mayor

Wells Fargo Bank, N.A.

By: Rachel Brown
Name: Rachel Brown
Title: Senior Commercial Relationship Manager



Andrea Jones
City Clerk

Date: 6/4/24

Approves Compliance NMSA 1978 Annotated, Chapter 13 Public Purchases and Property:

Jennifer Rowland, Acting
Chief Procurement Officer

Date: 5/30/2024

[Signature]
Department Head Approval

Date: 5/30/2024

[Signature]
Legal Department Approved to Form

Exhibit A Negotiated Service Documentation Table of Contents

Master Agreement for Treasury Management Services

Commercial Account Agreement

Acceptance of Services

ACH and Related Services Service Description

Check Cashing Service Description

Check Collections Service Description

Check Disbursements and Fraud Prevention Services Service Description

Information Reporting and Image Delivery Service Description

Stagecoach Sweep Service Description Treasury Management Services

Treasury Management Product Enrolment

Wire Transfer Service Description

Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, “Bank”) provide you treasury management services (each, a “Service”). “You,” “your” or “yours” refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service (“Acceptance”). The terms “we,” “us,” or “our” refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services (“Agreement”) are defined in this document.

You and we agree:

- 1. Service documentation.** The Service Documentation contains the terms governing each Service and includes:
 - a. The Service Description (which contains terms and conditions applicable to the specific Service),
 - b. The Acceptance (which indicates your acceptance of the Service Documentation),
 - c. This Agreement (which contains terms and conditions applicable to all Services),
 - d. The account agreement governing the account(s) (each, an “Account”) you use in connection with the Service,
 - e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
 - f. User Guides (which include our vendors’ and our documentation related to the installation, set-up function, features, operation, use, pricing or other aspects of the Services, including Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted on Wells Fargo VantageSM (“Vantage”) f/k/a Commercial Electronic Office[®] (CEO[®]). If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

- 2. Services.** You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.

- 3. Changes to services.** We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on Vantage. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term “Applicable Law” means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.

- 4. Term and termination.** Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days’ prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

We may suspend or terminate any Service:

- a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 30 days of the date of the notice; or
- b. Without prior notice to you if:
 - i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
 - ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
 - iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
 - iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
 - v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
 - vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights and obligations with respect to the Service(s) provided before the termination including without limitation Transactions. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any Vantage access rights under section 9(d) below.

5. Service fees. You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.

6. Security procedures.

- a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate Transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
- b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.

7. Confidential information. Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides, (b) Security Procedures, passwords, codes, security devices and related instructions and technical and non-technical information and intellectual property rights relating to our vendors' or our technology, IT infrastructure or data security, including trade secrets, systems information security program or processes, SSAE or SOC reports, and testing procedures or results. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

- a. Maintain the confidentiality of the Confidential Information,

- b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
- c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an “Unauthorized Use”) of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

8. Currency conversion. When your instructions require us to convert the amount of a Transaction from the currency in which the Account is denominated (“Account Currency”) to another currency (“Foreign Currency”), we will do so using the Applicable Exchange Rate in effect at the time we execute your Transaction. “Applicable Exchange Rate” means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

If a financial institution designated to receive the funds does not pay the beneficiary specified in the Transaction, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the Transaction after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a Transaction and the time the Transaction is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. Vantage.

- a. Description of Vantage. Vantage is our electronic banking platform that is accessed through the Internet. Your Authorized Agents (defined below) may use Vantage to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through Vantage. We offer different channels through which you may access Vantage, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
- b. Access to Vantage. When you enroll in Vantage, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access Vantage on your behalf (each, an “Authorized Agent”). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through Vantage, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
- c. Administration of Vantage. We offer two options for administering Vantage: (i) Administration and (ii) Bank administration.
 - i. Administration. If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
 - (1) A Company Administrator, who may perform all functions of your initial Company Administrator,
 - (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
 - (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the

Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

- ii. Bank administration. For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access Vantage. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

- d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through Vantage if we determine such use:
 - i. Does not comply with any term applicable to Vantage,
 - ii. Is not permitted by Applicable Law,
 - iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
 - iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).
- e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at Vantage. The posting of any Financial Information or any other information or data at Vantage is not a recommendation by us of any particular Service or action. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.
- f. Miscellaneous. For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through Vantage. This section 9 will survive the termination of any Service or this Agreement.

10. Alerts.

- a. Non-subscribed alerts. When you enroll in Vantage or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
- b. Subscribed alerts. You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.

- a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
 - i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
 - ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
 - iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
 - iv. Would possibly result in us not complying with Applicable Law.
- b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
- c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.
- d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.

- e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).
- f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents (“Representatives”) harmless from all losses or damages that arise out of:
 - i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
 - ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
 - iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

- g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
 - i. Any special, consequential, incidental (including court costs and attorneys’ fees), indirect, or punitive losses or damages, or
 - ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.
- h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

12. Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New Mexico, without reference to its principles of conflicts of laws (“Governing Law”).

13. Arbitration agreement. Agreed upon arbitration language has been added to Commercial Account Agreement, incorporated herein.

14. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of San Juan County, New Mexico, or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.

15. Miscellaneous.

- a. **Severability.** Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
- b. **Entire agreement.** The Service Documentation (and any documents referred to therein):

- i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
 - ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
- c. **Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an “Electronic Record” (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. [“ESIGN Act”]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties’ approval, and all counterparts will collectively constitute a single agreement. An “Electronic Signature” (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
- d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
- e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
- f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
- g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.
- h. **Use of names.** You and we will not use each other’s name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.
- i. **Notices and communications.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
- i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
 - ii. The term “Address” as used in this Agreement refers to a mailing or electronic address.
 - iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
 - iv. Each party will have a reasonable time after receipt of any notice to act on it.
 - v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
 - vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

16. Survival. Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

Appendix X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., UK Branch
2. Wells Fargo Bank, N.A., Canadian Branch
3. Wells Fargo Bank, National Association, Shanghai Branch
4. Wells Fargo Bank, National Association, Hong Kong Branch

Commercial Account Agreement

Effective May 2022

Contents

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Welcome to Wells Fargo

Thank you for opening an account with us. We value your relationship and hope we answered all your questions when you opened your account. Please review this account agreement for further details about your account and related services.

What words do we use to refer to you (the customer), Wells Fargo, and this account agreement?

- Customer is "company", "you", "your", or "yours".
- Wells Fargo Bank, N.A. is "Wells Fargo", "bank", "we", "us" or "our".
- This Commercial Account Agreement and the disclosures listed below constitute the "Agreement":
 - The pricing information and other account-related information
 - Our privacy policy
 - Our rate sheets for interest-bearing accounts
 - Any additional disclosures we provide to you about your account and related services

When can you begin using your account?

We will notify you when your account and related services may be used. We reserve the right to restrict use of your account and related services until we have approved your use of the account and services and completed setting them up.

You should not attempt to use your account or provide any information about your account to any third party until we have confirmed that your account is available to process transactions.

About this Agreement

What information does the Agreement contain?

The Agreement:

- Explains the terms of your banking relationship with Wells Fargo and applies to new and existing accounts and services, and
- Replaces all prior deposit agreements including any oral or written representations.

You are responsible for ensuring that any signer on your account is familiar with this Agreement.

We suggest you keep a copy of this Agreement - and any further information we provide you about changes to this Agreement - for as long as you maintain your Wells Fargo accounts.

Words with specific meanings

Certain words have specific meanings as they are used throughout this Agreement. These words and their meanings are defined in this section, and others are found later in this Agreement.

Affiliate

A bank or other entity that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Account

Any business deposit account or commercial deposit account that is not held or maintained primarily for personal, family or household purposes. Examples of accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

Business day

Every day is a business day except Saturday, Sunday, and federal holidays.

Collected balance

The collected balance is the ledger balance in your account less the deposit float.

Deposit float

The deposit float is the total dollar amount of items deposited in your account that has yet to be credited as part of your collected balance as a result of the Bank's or applicable affiliate's collection schedule.

Investable balance

The investable balance is the collected balance in your account less the portion required by law to be held at a Federal Reserve Bank and other adjustments.

Item

An item is an order, instruction, or authorization to withdraw or pay funds or money from your account. Examples include checks, drafts, and electronic transactions, including ACH. Paper items may be referred to as checks in this Agreement.

Ledger balance

The ledger balance is the balance in your account after all debits and credits for the business day have been posted.

Overdraft

An overdraft is a negative balance in your account.

Signer

A person who has your actual or apparent authority to transact business in connection with your account and services. We may rely solely on our records to determine the form of ownership of and the signers on your account.

Are we allowed to change the Agreement?

Yes. We can change the Agreement by adding new terms or conditions, or by modifying or deleting existing ones. We refer to each addition, modification, or deletion to the Agreement as a modification.

Notice of a modification: If we are required to notify you of a modification to the Agreement, we will describe the modification and its effective date by a message in your account statement or by any other appropriate means.

Waiver of a term of the Agreement: If we waive a right related to your account under this Agreement on one or more occasions, it does not mean we are obligated to waive the same right on any other occasion.

How do you consent to the Agreement and any future modifications to the Agreement?

By signing the Agreement or using your account or service, you consent to this Agreement. Continuing to maintain or use the account or service after a modification to the Agreement means that you have consented to the changes.

Can you consent to the Agreement electronically?

Yes. You may consent to the Agreement using your "Electronic Signature", as defined in the Electronic Signatures in Global and National Commerce Act ("ESIGN Act"), and we may accept your Electronic Signature on any other account-related document. Under the ESIGN Act, your Electronic Signature will constitute your original and binding signature. The fact that you sign using your Electronic Signature will not, by itself, be grounds for invalidating the document.

What happens if a term of the Agreement is determined to be invalid?

Any term of the Agreement that is inconsistent with the laws governing your account will be considered to be modified by us and applied in a manner consistent with those laws. Any term of the Agreement that a court of competent jurisdiction determines to be invalid will be modified accordingly. In either case, the modification will not affect the enforceability or validity of the remaining terms of the Agreement.

With whom will we communicate about your account?

We may provide you or a signer with information about your account. When we receive information from a signer, we treat it as a communication from you. You agree to notify us promptly in writing if a signer no longer has authority on your account.

Resolving disputes through arbitration

If the Parties are unable to resolve any dispute within **thirty (30)** days of the occurrence of the event or circumstances giving rise to the dispute, the dispute may be submitted to mediation upon the mutual agreement of the Parties. In the event the Parties do not agree to mediate the dispute or are unable to resolve the dispute through mediation and the aggregate amount of the claim (including counterclaims) is less than Two Hundred Fifty Thousand Dollars (\$250,000), then the dispute must be resolved by binding arbitration. Such arbitration must be governed by the New Mexico Uniform Arbitration Act, § 44-7A-8, *et seq.* (2001), as amended from time to time. A Party demanding arbitration must give the other Party timely notice of such election and such notice must describe the nature of the dispute and the amount in controversy. The Parties must then jointly select an arbitrator and failing such mutual agreement, the arbitrator must be appointed by a District Court Judge from San Juan County, New Mexico. The arbitration must be held in Farmington, New Mexico unless otherwise agreed to by the parties. Discovery must be by agreement of the Parties or as ordered by the arbitrator.

In the event the Parties do not agree to mediate the dispute or are unable to resolve the dispute through mediation, and the aggregate amount of the claim in dispute equals or exceeds Two Hundred Fifty Thousand Dollars (\$250,000), then the Parties may agree to submit the matter to binding arbitration under the New Mexico Uniform Arbitration Act, § 44-7A-8, *et seq.* (2001), as amended from time to time, and failing such agreement, either Party may bring an action in the federal or state courts of New Mexico.

All costs of mediation or arbitration, including the fees of the mediator or arbitrator, must be split equally by the Parties, except that the Parties must be responsible for payment of their own attorney fees, expert fees, preparation fees, travel, and similar costs. This agreement to arbitrate must be specifically enforceable under the prevailing arbitration law of the State of New Mexico. Indemnity claims are not subject to mandatory arbitration. Nothing in this section must affect restrict, condition, or otherwise limit a Party's right to terminate this Agreement pursuant to Section 4.

Can either Wells Fargo or you participate in class or representative actions?

No. Wells Fargo and you agree that the resolution of any dispute arising from the terms of this Agreement will be resolved by a separate arbitration proceeding and will not be consolidated with other disputes or treated as a class. Neither Wells Fargo nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.

Important legal information

What laws govern your account?

The laws governing your account include:

- Laws, rules, and regulations of the United States, and

- Laws of the state in which the office that maintains your account is located, without regard to its conflicts of laws principles.

If a different state law applies, we will notify you.

Any funds transfer (including a wire transfer) that is a remittance transfer as defined in Regulation E, Subpart B, will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

What are our rules on illegal transactions?

You must not use your account or any relationship you may have with us for any illegal purpose, including "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulation, Regulation GG. In our discretion, we may block or otherwise prevent or prohibit those transactions and, further, we may close the account or end our relationship with you.

Are we your fiduciary?

No. Our relationship to you concerning your account is that of a debtor and creditor. There is no fiduciary, quasi-fiduciary, or special relationship between you and us.

Will any person or entity be considered a third party beneficiary under this Agreement?

No. No other person or entity will be considered to be a third party beneficiary under this Agreement.

Can you use our name or refer to our relationship without our consent?

No. You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral or written approval for such use.

What is the controlling language of our relationship?

English is the controlling language of our relationship with you. If there is a discrepancy between our English-language and translated materials, the English version prevails over the translation.

How will we contact you about your account?

For us to service your account or collect any amount you owe, we may contact you by telephone, text, email, or mail. We are permitted to use any address, telephone number or email address you provide. You agree to provide accurate and current contact information and only give us telephone numbers and email addresses that belong to you.

When you give us a telephone number, you are providing your express consent permitting us (and any party acting on behalf of Wells Fargo) to contact you by calling or texting that telephone number. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us, even if it is a mobile phone number or other communication service for which the called party may be charged.

What courts may be used to resolve a dispute?

Wells Fargo and you each agree that any lawsuits, claims, or other proceedings arising from or relating to your account or the Agreement, including the enforcement of the Arbitration Agreement and the entry of judgment on any arbitration award, will be venued exclusively in the state or federal courts in the state whose laws govern your account, without regard to conflict of laws principles.

Statements and other notices relating to your deposit account

How do we make account statements and notices available to you?

We will mail, send electronically, or otherwise make available to you an account statement reflecting your account activity for each statement period. We will do the same with notices. We will send all account statements and notices to the postal or electronic address associated with your account.

Combined account statements: To reduce the number of separate account statements you receive each month, we may combine statements if you have more than one deposit account.

If we provide a combined account statement for your accounts, we consider your first account as your primary account. You will receive your account statement at the address listed for your primary account. Statements for accounts in a combined statement will be delivered according to the delivery preference of the primary account.

When are your account statements and notices considered received?

If there is more than one signer on your account, we may send statements and notices to any one of them (unless you have otherwise instructed us in writing). You assume the risk of loss in the mail.

Mailed account statements: When we mail your account statement or notices, we consider it received by you on the second business day after mailing it.

Electronic delivery of account statements: Account statements will be made available through Wells Fargo Business Online® Banking or the Commercial Electronic Office®, as applicable, after the end of the statement period. You will be notified by email that the account statement is available for viewing. We consider the account statement to be delivered to you when it is available online.

What happens if your account statements or notices are returned or undeliverable?

Unless otherwise prohibited by the laws governing this Agreement, your account statements or notices will be considered unclaimed or undeliverable if:

- Two or more account statements or notices are returned to us through the mail because of an incorrect address, or
- We notify you electronically that your account statement or notices are available for viewing at Wells Fargo Business Online® Banking or the Commercial Electronic Office®, as applicable, and we receive email notifications that our message is undeliverable.

In either event, we may:

- Discontinue sending account statements and notices, and
- Destroy account statements and notices returned to us as undeliverable

How can you or Wells Fargo change your address for your account?

Address change requests you make: You can change the postal or email address or other means by which we make your account statements and notices available to you at any time by notifying us of your request by telephone or email. We will act on your request within a reasonable time after we receive it. Unless you instruct otherwise, we may change the postal or email address only for the accounts you specify or for all or some of your other accounts with us.

Address changes we make: We may update your listed address without a request from you if we:

- Receive an address change notice from the U.S. Postal Service,
- Receive information from another party in the business of providing correct address details that your actual address does not match the listed address for your account or card, or
- Identify a need to rely on another address you have provided us.

When are notices you send to us effective?

Any notice from you is effective once we receive it and have a reasonable opportunity to act on it.

What obligations do you have to review account statements and notices and notify us of unauthorized transactions or errors?

You are obligated to:

Examine your account statements and notices promptly and carefully.
Notify us promptly of any errors.

Notify us **within 30 days** after we have made your account statement or a notice available to you of any unauthorized transaction on your account. *Note:* If the same person has made two or more unauthorized transactions and you do not notify us of the first one within this 30-day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.

Notify us **within 6 months** after we have made your account statement or a notice available to you if you identify any endorsements which are unauthorized or missing, or other errors relating to endorsements on your checks.

You can notify us of unauthorized transactions or errors on your account statement by promptly:

- Calling the telephone number listed on your account statement or in notices, or
- Sending us a written report (if instructed by us) as soon as possible, and at least within the specified timeframes.

Funds transfers are subject to different time periods for notification of errors, as described in the "Fund transfer services" part of this Agreement. Common examples of fund transfers are ACH, wire transfers, and Real-Time Payments (RTP®).

What happens if you do not notify us of an unauthorized transaction within the time frames specified above?

If you do not notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement or transaction will be considered correct. We will not be responsible for any unauthorized transaction, error, or claim for transactions included in this statement.

When is a check unauthorized?

A check is unauthorized when it is:

- Not signed by a signer on your account, or you have not otherwise authorized or benefitted from it,
- Forged, or
- Altered (for example, the amount of a check or the payee's name is changed).

What happens when you report an unauthorized transaction?

We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:

- Complete and return the claim form and any other documents we require,
- Notify law enforcement, and
- Cooperate fully with us in our investigation.

We can reverse any credit made to your account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized.

Are you responsible for taking reasonable steps to help prevent fraud on your account?

Yes. You agree to take reasonable steps to ensure the integrity of your account and items drawn on your account or deposited to it. You acknowledge that there is a growing risk of losses resulting from unauthorized items. To help prevent fraud and protect your assets, we recommend that you take these preventive measures:

Assign responsibilities for your account to multiple individuals. The individuals who reconcile statements for your account should be different from the individuals who issue items drawn on your account.

Reconcile statements for your account as you receive them; notify us promptly of any problem.

Contact us promptly if you do not receive the statement for your account when you would normally expect to.

Watch for checks cashed out of sequence or made out to cash. These are classic red flags for embezzlement.

Secure your supply of checks at all times. Stolen checks are a common method of fraud.

Periodically reassign accounting duties, such as reconciling your account or making a deposit.

Review your transaction activity for unexpected fluctuations. For example, compare the percentage of cash deposits

to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate fraud.

Destroy any checks that you do not intend to use.

Use tamper resistant checks at all times.

Notify us promptly when a signer's authority ends so that his/her name can be deleted from our records for your account, and any cards that we have issued to him/her or online access can be cancelled.

Do not sign blank checks.

Obtain insurance coverage for these risks.

This is not an exhaustive list and there may be additional preventive measures you may take to prevent fraud and protect your account.

Protection against unauthorized items

Does Wells Fargo offer services to help prevent fraud on your account?

Yes. We offer services for your account that provide effective means for controlling the risk from unauthorized items.

Examples of these services include:

- Positive Pay, Positive Pay with payee validation, and Reverse Positive Pay
- ACH fraud filter, and
- Payment authorization service.

In addition, we may recommend you use certain fraud prevention practices to reduce your exposure to fraud. Each of these practices is an "industry best practice." Dual custody is an example of an industry best practice. With dual custody, when one user initiates an action, like a payment or a change in the set-up of a service, the action does not take effect until a second user approves the action using a different computer or mobile device than one used to initiate the action.

What are potential consequences if you do not implement a fraud prevention service or industry best practice Wells Fargo has recommended?

If we have expressly recommended you use a fraud prevention service or industry best practice and you either (a) decide not to implement or use the recommended service or industry best practice, or (b) fail to use it in accordance with the applicable service description or other applicable documentation, then you will be treated as having assumed the risk of any losses that could have been prevented or mitigated by correct use of the recommended fraud prevention service or industry best practice.

Lost or stolen checks; unauthorized items

If any of your unissued checks have been lost or stolen, or if you learn that unauthorized items are being issued on your account, you agree to notify us at once. To the extent that your failure to notify us hampers our ability to prevent loss, we will be relieved of any liability for those items. Upon receipt of any notice from you, we - without any liability to you - will dishonor any item you, or any signer, has indicated is unauthorized and may:

- Close your account and open a new account for you, or
- Pay any item presented for payment on your account, provided you have instructed us to pay that item and given us its number.

If we open a new account for you and you have authorized a third party to automatically make regular deposits to or withdrawals from your account (such as wire or ACH transfers), we will have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you because you did not notify that third party in a timely fashion of the number of your new account.

When does your account become dormant?

Checking accounts, savings accounts, and time accounts (*CDs*)

Generally, your account becomes dormant if you do not initiate an account-related activity for:

- 12 months for a checking account,
- 34 months for a savings account, or
- 34 months after the first renewal for a time account.

An account-related activity is determined by the laws governing your account. Examples of account-related activity are depositing or withdrawing funds at a banking location or ATM, or writing a check which is paid from the account.

Automatic transactions (including recurring and one-time), such as pre-authorized transfers, payments and electronic deposits (including direct deposits), set up on the account may not prevent the account from becoming dormant.

What happens to a dormant account?

We put safeguards in place to protect a dormant account which may include restricting the following transactions:

- Transfers by telephone,
- Transfers or payments through Wells Fargo Business Online® Banking or the Commercial Electronic Office®, and
- Wire transfers (incoming and outgoing).

Normal monthly service and other fees continue to apply (except where prohibited by law).

If you do not initiate an account-related activity on the account within the time period as specified by state unclaimed

property laws, your account funds may be transferred to the appropriate state. This transfer is known as "escheat." If your account becomes escheatable, account statements will no longer be available. Your account will be closed. To recover your account funds, you must file a claim with the state.

Rights and responsibilities

What responsibilities do you and Wells Fargo have to each other?

You and we are responsible for complying with the Agreement. We exercise ordinary care when we provide services. When we take a check for processing by automated means, ordinary care does not require us to examine the check. In all other cases, ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

Except to the extent we fail to exercise ordinary care or to comply with the Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under the Agreement. You agree this indemnification will survive termination of the Agreement.

In no event will either Wells Fargo or you be liable to the other for any special, consequential, indirect, or punitive damages. The limitation does not apply where the laws governing your account prohibit it.

We will not have any liability to you if your account has non-sufficient available funds to pay your items due to actions we have taken according to the Agreement.

Circumstances beyond your control or ours may arise and make it impossible for us to provide services to you or for you to perform your duties under the Agreement. If this happens, neither Wells Fargo nor you will be in violation of the Agreement.

Are you obligated to pay our fees?

Yes. By continuing to maintain your account you agree to pay our fees according to the pricing information.

Why do we charge a recoupment fee?

We assess the recoupment fee to partially recover insurance premiums we pay to the FDIC for deposit insurance. The amount of the recoupment fee appears on the periodic statement or client analysis statement for your account and is based on the monthly average ledger balance you maintain in your account. The recoupment fee is subject to change by us at any time upon prior written notice to you.

Note: The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee.

Is your account subject to a deposit balance fee?

We reserve the right to assess a monthly deposit balance fee on the average positive collected balance in your business and commercial deposit account(s) with us. When we assess the deposit balance fee, the amount of the fee will appear on the periodic statement or client analysis statement for your account(s). The deposit balance fee is subject to change by us at any time without notice.

Are you responsible for paying taxes?

Yes. Fees may be subject to state and local sales taxes, which vary by location, and will be assessed as appropriate. You also agree to pay an amount equal to any other applicable taxes, including backup withholding tax.

How do you pay our fees and expenses?

We are permitted to either directly debit your account or invoice you for our fees, expenses, and taxes incurred in connection with your account and related services. We will debit service fees on the day of each calendar month we separately disclose to you, or if that day is not a business day, on the next business day. If there are non-sufficient funds in your account to cover the debit, we may create an overdraft on your account.

If an earnings allowance accrues, do we apply it to your fees and expenses?

Yes. If an earnings allowance accrues on your account, we will apply your accrued earnings allowance to eligible fees and expenses on a monthly basis (unless we otherwise indicate in writing). If both an earnings allowance and interest accrue on your account, the interest may be shown as an offset to the earnings allowance on the client analysis statement for your account. If your earnings allowance exceeds your total maintenance and activity fees for the statement cycle for your account, the excess credit is not paid to you, nor is it carried forward to the following statement cycle. We may debit your account (or any other account you maintain with us) or invoice you for any amount by which the fees and expenses exceed the accrued earnings allowance on your account.

Note: Your earnings allowance is calculated by applying the earnings credit rate to the investable balance available in your account. The earnings credit rate is a variable rate that we may change at any time

May we use the funds in your accounts to cover debts you owe us?

Yes. We have the right to apply funds in your accounts to any debt you owe us. This is known as setoff. When we set off a debt you owe us, we reduce the funds in your accounts by the amount of the debt. We are not required to give you any prior notice to exercise our right of setoff.

A debt includes any amount you owe individually or together with someone else, both now and in the future. It includes any overdrafts and our fees. We may set off for any debt you owe us that is due or past due as allowed by the laws governing your account.

If your account is an unmatured time account, then we may deduct any early withdrawal fee or penalty. This may be due as a result of our having exercised our right of setoff.

If you have a sweep account, you authorize us to redeem your shares in the designated money market fund and apply the proceeds to any amount you owe us. Our right to setoff is in addition to and apart from any other rights under any other security interest you may have granted to us.

Do you grant us a security interest in your accounts with us?

Yes. To ensure you pay us all amounts you owe us under the Agreement (e.g., overdrafts and fees), you grant us a lien on and security interest in each account you maintain with us, including your accounts with any affiliate. By opening and maintaining each account with us, you consent to our asserting our security interest if the laws governing the Agreement require your consent. Our rights under this security interest are in addition to and apart from any other rights under any

other security interest you may have granted to us.

Can Wells Fargo benefit from having the use of funds in customers' non-interest bearing accounts?

Yes. We may use these funds to reduce our borrowing from other sources such as the Fed Funds market, or invest them in short-term investments such as our Federal Reserve Account. This benefit may be referred to as spread. It is not possible to quantify the benefit to us that may be attributable to a particular customer's funds. That's because funds from all customers' non-interest earning accounts are aggregated to reduce our borrowing costs and for investment, and our use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks, and our anticipated funding needs. Our use of funds as described in this paragraph has no effect or impact on your use of and access to funds in your account.

What is the applicable exchange rate?

The applicable exchange rate is the exchange rate we set and use for you when we convert one currency to another currency. It includes a markup. The markup factors include without limitation costs incurred, market risks, and our desired return. The exchange rate we provide to you may be different from exchange rates you see elsewhere. Foreign exchange markets are dynamic and rates fluctuate over time based on market conditions, liquidity, and risks. We reserve the right to refuse to process any request for a foreign exchange transaction.

What is FDIC "pass-through" insurance?

FDIC "pass-through" insurance is FDIC insurance that could exceed the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership right and capacity). When you use your account to hold funds on behalf of third parties who are the beneficial owners of the funds, your account may qualify for FDIC pass-through insurance, provided you meet FDIC account titling and recordkeeping requirements. With FDIC pass-through insurance, each beneficial owner's funds held in your account are aggregated with other funds the beneficial owner holds in accounts with us in the same ownership right and capacity. The beneficial owner's aggregated funds are insured by the FDIC up to the standard maximum deposit insurance amount. Examples of holding funds on behalf of third parties include funds you hold as an agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others.

What are the FDIC's recordkeeping requirements for pass-through FDIC insurance when your account has "transactional features"?

For any account with "transactional features" you agree to provide the FDIC (a) with the required information about the beneficial owners of the funds in your account, (b) in the required format, (c) within 24 hours of our failure. Your account has "transactional features" when funds can be transferred from the account, as detailed in 12 CFR 370.2U).

What are the consequences if you are unable to provide the FDIC with the necessary data on the beneficial owners of funds in your account in the required format in the specified time frame?

As soon as the FDIC is appointed as our receiver, a hold may be placed on your account so that the FDIC can conduct the deposit insurance determination. This hold will not be released until the FDIC obtains the necessary data to enable it to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC in the required format and in the specified time frame may result in a delay in receipt of insured funds by the beneficial owners of the funds in your account and legal claims against you from the beneficial owners.

Detailed information about the FDIC's requirements for pass-through FDIC insurance coverage are available at the FDIC's website. Notwithstanding other provisions in this Agreement, these three FDIC subsections survive after the FDIC is appointed as our receiver, and the FDIC is considered a third party beneficiary of these subsections.

What are we allowed to do if there is an adverse claim against your account?

An adverse claim occurs when:

- Any person or entity makes a claim against your account funds,
- We believe a conflict exists between or among the signers on your account, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility to you:

- Continue to rely on the documents we have on file for your account.
- Honor the claim against your account funds if we are satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.
- Close your account and send a check for the available balance in your account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court.

We also may charge any account you maintain with us for our fees and expenses in taking these actions (including attorney's fees and expenses).

How do we handle legal process?

Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account.

We are permitted to accept and act on any legal process we believe to be valid, regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than the jurisdiction in which the account was opened or the account, property, or records are located. We may, but are not required to, provide notice of legal process relating to your account(s).

Any fees or expenses (including attorney's fees and expenses) or losses we incur as a result of responding to legal process related to your account(s) are your responsibility. We may charge these costs to any account you maintain with us.

If you carry special insurance for employee fraud or embezzlement, can we require you to file your claim with your insurance company before making any claim against us?

Yes. If you have special insurance for employee fraud or embezzlement, we reserve the right to require you to file your claim with your insurance company before making any claim against us. In that event, we will consider your claim only after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

Are there any minimum balance requirements or other restrictions?

We may impose minimum balance requirements or other restrictions on your account, which we will disclose to you in writing.

Are we allowed to restrict access to your account?

Yes. If we suspect any suspicious, unauthorized, or unlawful activities, we can restrict access to your account and other accounts with us that you maintain or control.

Are we allowed to convert your account without your request?

Yes. We can convert your account to another type of account (by giving you any required notice).

Are we allowed to terminate or suspend a service related to your account?

Yes. We can terminate or suspend specific services (e.g., wire transfers) related to your account without closing your account and without prior notice to you. You can discontinue using a service at any time.

When can we close your account?

- We reserve the right to close your account at any time.
- If we close your account, we may send the remaining balance on deposit in your account by mail or credit it to another account you maintain with us.
- We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are received after your account is closed.
- After your account is closed, you will remain responsible for any negative balance.

When can you close your account?

You can request to close your account at any time if the account is in good standing (e.g., does not have a negative balance or restrictions such as holds on funds, legal order holds, or court blocks on the account). At the time of your request, we will assist you in withdrawing or transferring any remaining funds, bringing your account balance to zero. Whether you or we close the account, you agree to maintain on deposit in your account sufficient funds (determined in our sole discretion) to cover outstanding items to be paid from your account, charge-backs including returned deposited items, and our fees and expenses.

All outstanding items need to be processed and posted to your account before you make a request to close. Once the account is closed, items will be returned unpaid.

Any recurring payments or withdrawals from your account need to be cancelled before you make a request to close (examples include bill payments and direct deposits). Otherwise, they may be returned unpaid.

We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are received after your account is closed.

At the time of your request to close:

For interest-earning accounts, your funds stop earning interest from the date of your request.

The Agreement continues to apply.

If you have requested closing your account and a positive balance remains, we may send you a check for the remaining balance.

After your account is closed, you will remain responsible for any negative balance.

Are transactions subject to verification by us?

Yes. All transactions are subject to our verification. This includes cash, items, or other funds offered for deposit for which we have provided a receipt. We do not verify all transactions. We reserve the right to reverse or otherwise adjust, at any time without prior notice to you, any debit or credit we believe we have erroneously made to your account.

Are we required to accept all deposits to your account?

No. We may decline all or part of a deposit, including a cash deposit. Some examples are:

- An item made out to a payee not on your account,
- An item with an endorsement we are unable to verify,
- A check or draft issued on a credit account,
- A very large cash deposit, and
- A non-U.S. item.

When we are unable to verify an endorsement on an item, we can also decline to pay, cash, or send the item for collection. We can require all endorsers to be present and we may require you to deposit the item instead of permitting you to cash it. For non-U.S. items, please see the response to "How do we handle non-U.S. items?". We may require any person wanting to make a cash deposit to provide an acceptable form of identification before we accept the deposit for processing.

Who is responsible to make sure the declared amount of funds offered for deposit is accurate?

It is your responsibility, and we have no obligation to make sure the declared amount of your deposit is accurate. If we find a discrepancy exists between the declared and the actual amount of the funds, we are permitted to debit or credit

your account and we may notify you if any adjustments are made. We are also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than our standard adjustment amount. We are permitted to vary our standard adjustment amount from time to time without notice to you and to use different amounts depending on account type.

You may arrange for us to adjust all discrepancies identified during any verification without using our standard adjustment amount by contacting your relationship manager.

What happens if there is an error in the amount of a deposit?

If you notify us of an error in the amount of a deposit shown on your account statement within 30 days after receiving your account statement or it is made available to you, we will review the deposit and make any adjustment we determine is appropriate, subject to any applicable fees. If you do not notify us during this timeframe, we will consider the deposit amount on your statement to be correct. This means that if the actual amount is less than the amount on the statement, the difference will become your property. If the actual amount is more than the amount shown on the statement, the difference will become our property.

Are we allowed to obtain credit reports or other reports about you?

Yes. We can obtain a credit or other report about you to help us determine whether to open or maintain an account. Other reports we can obtain include information from the following: 1) motor vehicle departments, 2) other state agencies, or 3) public records.

Are we required to obtain a tax identification number certification from you?

Yes. U.S. Treasury regulations require us to determine the tax residency of all customers and payees who could receive income that is reportable to the IRS. We accomplish this by obtaining a Form W-9 from all U.S. taxpayers and a type of Form W-8 from all foreign customers.

- For U.S. taxpayers, the Form W-9 is how we document U.S. tax residency and obtain a Taxpayer Identification Number ("TIN") from the primary owner of each account that earns reportable income. Until we have received the Form W-9 and TIN, we are required to apply backup withholding to that income.
- Foreign individuals (also referred to as nonresident aliens) and foreign entities document their tax residency outside the U.S. on the applicable type of Form W-8. That form also allows us to apply the correct withholding rate or exemption to your income earned in the U.S. If you do not provide a valid type of Form W-8, we are required to apply the 30% withholding rate, or in some cases, presume you are an uncertified U.S. taxpayer subject to backup withholding on all income and gross proceeds regardless of whether or not it is U.S. sourced.
- Accounts jointly owned by at least one foreign individual or entity must provide a Form W-8 or Form W-9 for all of the joint owners.
- Foreign individuals provide a Form W-8BEN. Foreign entities that are the beneficial owner of the income provide a Form W-8BEN-E unless they can make a special withholding exemption claim and instead provide either a Form W-8EXP or Form W-8ECI.
- Entities that act as intermediaries or flow-through entities receiving income on behalf of someone else provide a Form W-81MY. In some cases, that Form W-81MY must also include a withholding statement that allocates the income to each of the beneficial owners and copies of the tax certification documentation for those underlying beneficial owners.

If you own your account as an individual or sole proprietor, upon your death we must be provided with the estate's or successor's IRS Form W-9 or Form W-8. If these are not provided, we may either refuse to pay interest earned on your account from the date of your death or apply backup withholding on the income earned after the date of your death.

When do we share information about your account with others?

Generally, if we do not have your consent, we will not share information about your account. However, we may share information about your account under the following circumstances:

- To comply with the laws governing this Agreement;

- In connection with examinations by state and federal banking authorities;
- To comply with any legal process, including a subpoena, search warrant, or other order of a government agency or court;
- When we determine that disclosure is necessary or appropriate in order to complete a transaction;
- To verify the existence and condition of your account for a third party, such as a merchant or credit bureau;
- To provide information to your legal representative or successor;
- When reporting the involuntary closure of your account;
- When we conclude that disclosure is necessary to protect you, your account, or our interests;
- To our agents, independent contractors, and other representatives in connection with the servicing or processing of your account or account transactions, account analysis, or similar purposes;
- To our affiliates and affiliated companies; and
- If you give your permission.

How do we protect your data?

We are part of an international business with affiliated companies, employees, and service providers (collectively "Personnel") located in the United States and a number of countries around the world. Any information or data we obtain in connection with or relating to your accounts or services, including personal information (collectively "Data"), may be accessed by Personnel in any of these countries. Any of these Personnel will be subject to the requirements of our information security program, which includes policies to protect Data and limit access to those Personnel with a reasonable business need to know.

Are we allowed to monitor and record our communications with you?

Yes. We can monitor, record, and retain your communications with us at any time without further notice to anyone, unless the laws governing your account require further notice.

Monitored and recorded communications include:

- Telephone conversations,
- Electronic messages,
- Electronic records, or
- Other data transmissions.

Is your wireless operator authorized to provide information to assist in verifying your identity?

Yes. As a part of your account relationship, we may rely on this information to assist in verifying your identity.

You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile phone number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Wells Fargo with your wireless operator's account profile information for the duration of the business relationship.

Checking and savings accounts

What are the requirements for a correct endorsement?

An endorsement is a signature, stamp, or other mark on the back of a check. If you have not endorsed a check that you deposited to your account, we may endorse it for you. We may also send for collection any unendorsed check that is payable to you that you have deposited to your account.

Are we bound by restrictions or notations on checks?

No. We are not bound by restrictions or notations, such as "void after six months," "void over \$50," or "payment in full." When you cash or deposit a check with a notation or restriction, you are responsible for any loss or expense we incur relating to the notation or restriction.

What is a substitute check?

A substitute check is created from an original check; under federal law, it is legally equivalent to that original check. A substitute check contains an accurate copy of the front and back of the original check and bears the legend: "This is a legal copy of your check." You can use it the same way you would use the original check. As noted in the legend, a substitute check is the same as the original check for all purposes, including proving that you made a payment. Any check you issue or deposit that is returned to you may be returned in the form of a substitute check. You agree that you will not transfer a substitute check to us, by deposit or otherwise, if we would be the first financial institution to take the substitute check, unless we have expressly agreed in writing to take it.

What happens if you breach a warranty associated with an item?

If you breach any warranty you make to us under the laws governing your account with respect to any item, you will not be released or discharged from any liability for the breach so long as we notify you of the breach within 120 days after we learn of the breach. If we fail to notify you within this 120-day period, you will be released from liability and discharged only to the extent our failure to notify you within this time period caused a loss to you.

How do we handle non-U.S. items?

A non-U.S. item is an item 1) payable in a currency other than U.S. dollars or 2) drawn on a financial institution that is not organized under U.S. law. We are not required to accept a non-U.S. item for deposit to your account or for collection. We may accept non-U.S. items on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the item on a collection basis even if we have taken physical possession of the item.

If we accept a non-U.S. item, the U.S. dollar amount you receive for it will be determined by our applicable exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the collection item. If the non-U.S. deposited item is returned unpaid for any reason, we will charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return. For information on the applicable exchange rate, see "What is the applicable exchange rate?" in the "Rights and responsibilities" section of this Agreement.

Our funds availability policy does not apply to a non-U.S. item.

What is our responsibility for collecting a deposited item?

We are responsible for exercising ordinary care when collecting a deposited item. We will not be responsible for the lack of care of any other bank involved in the collection or return of a deposited item, or for an item lost in collection or return.

What happens if we send an item for collection?

We may, upon notice to you, send an item for collection instead of treating it as a deposit. This means that we send the item to the issuer's bank for payment. Your account will not be credited for the item until we receive payment for it.

Our funds availability policy does not apply to an item we accept for collection.

What happens when a deposited or cashed item is returned unpaid?

We can deduct the amount of the deposited or cashed item from your account (or any other account you maintain with us). We can do this when we are notified that the item will be returned. We do not need to receive the actual item (and usually do not receive it). We can do this even if you have withdrawn the funds and the balance in your account is not sufficient to cover the amount we hold or deduct and your account becomes overdrawn. In addition, we will charge you all applicable fees and reverse all interest accrued on the item.

We may place a hold on or charge your account for any check or other item deposited into your account if a claim is made or we otherwise have reason to believe the check or other item was altered, forged, unauthorized, has a missing signature, a missing or forged endorsement, or should not have been paid, or may not be paid, or for any other reason. When the claim is finally resolved, we will either release the hold or deduct the amount of the item from your account. We are not legally responsible if we take or fail to take any action to recover payment of a returned deposited item.

What happens when an electronic payment is reversed?

We may deduct the amount of an electronic payment credited to your account (e.g., direct deposit) that is reversed. We can deduct the amount from any account you have with us at any time without notifying you. You agree to promptly repay any overdrafts resulting from the reversed payment.

Are you responsible for assisting in reconstructing a lost or destroyed deposited item?

If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.

Electronic check indemnifications

What warranties do we provide for electronic checks and electronic returned checks?

An "electronic check" and an "electronic returned check" mean an electronic image of, and electronic information derived from, a paper check or a paper returned check. When we transfer or present an electronic check or electronic returned check, we provide the following warranties:

- **Image Quality Warranty:** We guarantee that the electronic image of a check accurately represents all of the information on the front of the check as of the time that the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of a check.
- **No Double Debit Warranty:** We guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the image quality warranty and the no double debit warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the image quality warranty and the no double debit warranty to the transferee returning bank, the depository bank, and the owner.

What indemnities are applicable to electronic checks and electronic returned checks?

You will indemnify, defend, and hold us harmless from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "losses and liabilities") by us arising directly or indirectly from or related to the transfer or return of an electronic check or an electronic returned check on your behalf. If we suffer any losses or liabilities arising directly or indirectly from or related to a breach of either the image quality warranty or the no double debit warranty, you will reimburse us and not hold us responsible or liable.

What indemnities are applicable to remote deposit capture services?

By providing the remote deposit capture service to you, we are required to indemnify and reimburse a depository bank that accepts the original check from which an electronic check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If we suffer any losses or liabilities arising directly or indirectly from or related to that type of depository bank indemnity obligation, you will indemnify and reimburse us and not hold us

responsible or liable.

What indemnities are applicable to electronically created items?

If we transfer or present an "electronically created item" and receive settlement or other consideration for it, we are required to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that:

- The electronic image or electronic information of the electronically created item is not derived from a paper check;
- The person on whose account the electronically created item is drawn did not authorize the issuance of the electronically created item or to the payee stated on the item; or
- A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically created item in such a way that the person is asked to make payment based on an item or check it has paid.

If we suffer any losses or liabilities arising directly or indirectly from or related to that type of electronically created item indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

Funds availability policy

When can you withdraw funds?

Our funds availability policy is to make funds from your checking deposit available to you on the first business day after the day we receive your deposits.

Funds from the deposits listed below are available on the first business day after the day of your deposits, if you make the deposit in-person to one of our employees or agents and you use a special deposit slip we provide:

- State and local government checks that are payable to your company.
- Cashier's, certified, and teller's checks that are payable to your company where we are not the issuer or drawee.

While we generally make funds from your check deposits available to you on the first business day after the day we receive the deposits, our policy makes funds available according to an availability schedule or schedules we provide or make available to you, subject to, among other things, the location of the deposit transaction or the manner in which the deposit is made.

Our funds availability policy relating to other types of deposits is described below. If we delay the availability of a deposit, the length of the delay varies depending on the type of deposit as explained below.

Once they are available, you can withdraw the funds in cash. We will use the funds to pay checks and other items presented for payment and applicable fees that you have incurred.

When is your deposit considered received?

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day your deposit is received by us. For deposits granted same calendar day availability as described below, the calendar day you make the deposit will be considered the day of deposit. For all other deposits, if you make a deposit after our cutoff time or on a day we are not open, we will consider the day your deposit is received by us to be the next business day we are open.

Our established cutoff time is when a branch closes for business and may vary by location. The cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

Any deposits placed in a "night depository" before the established deadline on a business day we are open will be credited to your account by the close of business that day. Deposits placed in the "night depository" after the established

deadline will be credited to your account by the close of the next business day we are open.

Same business day availability

The following deposits will be available on the business day we receive the deposit:

- Incoming wire transfers.
- Electronic direct deposits.
- Cash deposited at a teller window.
- Checks drawn on us.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit. For example, if we receive your mailed deposit on Monday, the funds will be available on Wednesday.

Longer delays may apply.

In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second or third business day after the day of your deposit. The first \$225 of your deposit, however, may be available on the first business day after the day of your deposit.

Except as otherwise explained in this paragraph, if we are not going to make all funds from your deposit available on the business day of deposit or the first business day after the day of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a Wells Fargo employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit.

If you need the funds from a deposit right away, you may ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as a failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh business day after the day of your deposit.

Holds on other funds (check cashing)

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

Holds on other funds (other account)

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability 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 until the time periods that are described in this policy.

Available balance, posting order, and overdrafts

How do we determine your account's available balance?

- Your account's available balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the available balance to process your transactions during the day (e.g., wire transfers and other electronic transactions). We also use the available balance when we process your transactions during our nightly processing. We calculate your available balance as follows: We start with the ending daily account balance from our prior business day nightly processing that includes all transactions deposited to or paid from your account.
- We subtract from this balance any holds placed on a deposit to your account and any holds placed due to legal process.
- We add pending deposits that are immediately available for your use (including cash deposits, electronic deposits, and the portion of a paper check deposit we make available; see "Funds availability policy" section for details).
- We subtract pending withdrawals we have either received (such as wire transfers and other electronic transactions) or are known to us (such as your checks we receive for payment from your account) but have not processed.

How do we post transactions to your account?

We post transactions each business day (Monday through Friday except federal holidays) during our nightly processing. Once we process a transaction, we post the results to your account. There are three key steps to this process. The most common types of transactions are processed as described below.

- 1. We determine the available balance in your account (as described above) that we can use to pay your transactions.**
- 2. We sort your transactions into three categories: deposits, "must-pay" transactions, and checks and certain ACH payments.**
 - **Deposits.** We credit your account for deposits, including cash and check deposits and incoming electronic transfers, received before the cutoff time at the location the deposit or transfer was made.
 - **"Must-pay" transactions.** A "must-pay" transaction is a withdrawal/payment we have previously authorized and cannot return unpaid, such as account transfers, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time we received them. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.
 - **Checks and certain ACH payments.** Finally, we use your remaining funds to pay to pay your checks and preauthorized ACH payments (such as bills you pay by authorizing a third party to withdraw funds directly from your account). If there is more than one of these types of transactions, they will be sorted by the date and time we received them. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.
- 3. If the available balance in your account is not enough to pay all of your transactions, we will decide whether to pay your transaction and overdraw your account or return your transaction unpaid.**

- **Important Note:** When we receive multiple transactions on the same day and the available balance in your account is not enough to pay all the transactions, we reserve the right to choose the order in which we pay the transactions, including paying the highest dollar amount first or in any other order we determine in our sole discretion.

What is your responsibility if your account has an overdraft?

If you have an overdraft on your account (including transactions we have paid on your behalf into overdraft, plus any fees), you must promptly make a deposit or transfer to return your account to a positive balance.

Additional rules for checks and withdrawals

What identification do we request to cash items presented over the counter by a non-customer?

For these transactions, we require acceptable identification, which can include a fingerprint from the person presenting your item. We may not honor the item if the person refuses to provide us with requested identification.

Are there special rules if you want to make a large cash withdrawal or deposit?

We may place reasonable restrictions on a large cash withdrawal. These restrictions include requiring you to provide five business days' advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal. If you want to deposit cash for a very large amount, we have the right to require you to provide adequate security or exercise other options to mitigate possible risks.

Can you perform transactions at an affiliate?

Yes. You may make deposits to and withdrawals from your account at an affiliate, provided the affiliate agrees. If you make a deposit to your account at an affiliate, that affiliate's collection schedule and funds availability policy will determine when the deposited funds will be considered collected and available. If an affiliate cashes an item for you, we may place a hold on your account for a corresponding amount of funds. If the item is later returned to the affiliate for any reason, we may debit one or more of your accounts for the amount of the item.

Are we responsible for reviewing checks for multiple signatures?

No. We are not responsible for reviewing the number of signatures on your account. We do not accept any duty to enforce multiple signature requirements. If you indicate that more than one signature is required, this indication is for your own internal procedures and is not binding on us.

Are we required to honor dates and special instructions written on checks?

No. We may, without inquiry or liability, pay a check even if it:

- Has special written instructions indicating we should refuse payment (e.g., "void after 30 days" or "void over \$100");
- Is stale-dated (i.e., the check's date is more than 6 months in the past), even if we are aware of the check's date;
- Is post-dated (i.e., the check's date is in the future); or
- Is not dated.

We may also pay the amount encoded on your check in U.S. dollars, even if you wrote the check in a foreign currency or made a notation on the check's face to pay it in a foreign currency. The encoded amount is in the line along the bottom edge of the front of the check where the account number is printed.

Can you use a facsimile or mechanical signature?

Yes. If you use a facsimile or computer-generated signature and/or a logo (including a stamp), any item appearing to use your facsimile or computer-generated signature and/or logo will be treated as if a signer on your account had actually signed it.

Are we liable for paying a consumer ACH debit entry on your account?

No. Under the ACH operating rules, certain types of ACH debit entries may only be presented on a consumer account ("a consumer ACH debit entry"). We will have no obligation to pay, and no liability for paying, any consumer ACH debit entry on your account.

What is the acceptable form for your checks?

Your checks must meet our standards, including paper stock, dimensions, and other industry standards. Your checks must include our name and address, as provided by us. Certain check features, such as security features, may impair the quality of a check image that we or a third party create.

We reserve the right to refuse checks that do not meet these standards or cannot be processed or imaged using our equipment. We are not responsible for losses that result from your failure to follow our check standards.

How do you reorder checks?

You can reorder checks by mailing the reorder form enclosed in your current order of checks or by calling us at the telephone number shown on your account statement. If you or a third party prints its items, we shall have no liability to you if we are unable to process these checks by automated means.

How do you stop payment on a check?

You may request a stop payment on your check in a time and manner allowing us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your check.

Each stop payment order is subject to our verification that we have not already paid or otherwise become obligated to pay the check from your account. This verification may occur after we accept your stop payment order.

In order to issue a stop payment order on a check, we request the following information:

- Your bank account number,
- The check number or range of numbers,
- The check amount or amounts,
- The payees' names, and
- The date on the check.

We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check. We are also not responsible if we do not pay a check for which a valid stop payment order is in effect.

What is the effective period for a stop payment order?

A stop payment order on an item is valid for 6 months. We may pay a check once a stop payment order expires. If you do not have our STOP AUTO-RENEWAL Service on your account, you must place a new stop payment order if you do not want it to expire. We treat each renewal as a new stop payment order. We will charge you for each stop payment order you place (as well as each renewal).

If you have our STOP AUTO-RENEWAL Service on your account, your stop payment order renews annually for up to six 12- month periods, unless you otherwise notify us in writing.

How do you cancel a stop payment order?

To cancel a stop payment order, we must receive your request in a time and manner allowing us a reasonable opportunity to act on it.

Are you still responsible if we accept a stop payment on a check?

Yes. Even if we return a check unpaid due to a stop payment order, you may still be liable to the holder (e.g., a check cashing business) of the check, and potentially additional amounts that the holder may be due under the laws governing

this Agreement.

How can you prevent a post-dated item from being paid before its due date?

A post-dated item is an item you issue with a date in the future. We are not responsible for waiting to honor the item until that date, unless you instruct us to do so through the use of a stop payment order for the item. You are responsible for notifying us to cancel the stop payment order when you are ready to have that item paid.

How do you stop payment for preauthorized electronic fund transfers?

For information on placing a stop payment order on an ACH debit entry, please refer to "Fund transfer services" in the "Electronic banking services" section of this Agreement.

Your account ownership

Can you assign ownership of your account?

No. No assignment of your account will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and the assignment is noted in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

What if an owner does not sign account documentation?

If a customer identified in our records as an owner or a co-owner of an account does not sign the account application or other account-related documentation, it does not prevent us from treating the customer as an owner or a co-owner of that account; we are not liable to anyone as a result.

Are all joint owners responsible for liabilities on your account?

Yes. All joint owners are each individually and jointly responsible for any overdraft on your account, regardless of who caused or benefited from the overdraft. If there is a setoff, an enforcement of our security interest in your account, or legal action (such as a third party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we have the right to treat all funds in the account as belonging to the customer against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all joint owners to the consumer reporting agencies.

What happens upon death or incompetence of a signer or account owner?

Please notify us promptly if you learn or suspect an account owner or signer has been declared incompetent by a court or a legal authority, or has died. When we receive proper notice, we may:

- Freeze the account until we receive documents verifying the incapacity or death and instructions for the funds remaining in the account,
- Pay (without inquiring) any item authorized by the account owner before being declared incompetent or dying,
- Return or reverse deposits made to the account, and
- Apply funds in the account to any debt the account owner owes us before recognizing the rights to any remaining funds of a surviving joint owner or other person.

If we are liable for taxes because we released funds in an account after the account owner's death, the account owner's estate is responsible for reimbursing us for those taxes.

Upon notifying us of the death or incompetence of a business owner, the business entity will need to provide documentation evidencing any change in the ownership or control of the entity following applicable legal formalities.

Interest earning accounts

What interest rate applies to an interest earning account?

When you open an interest earning account, we will provide you with the current interest rate and Annual Percentage Yield (APY) for your account. Interest earning accounts earn interest at a variable rate, except time accounts. We may change the interest rate for variable-rate accounts at any time. The interest rate may vary depending on your daily balances.

How do we calculate earned interest?

We may use either the daily balance method or the average daily balance method to calculate interest. Unless we have specified otherwise in writing, we will use the daily balance method to calculate interest. The daily balance method applies a daily periodic rate to principal each day.

The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal each day and dividing by the number of days in the period.

If your account is a tiered-rate account, we may pay the same interest rate on more than one tier.

When does a deposit begin accruing interest?

Cash deposits begin accruing interest the same business day a deposit is credited to your account. If you deposit an item such as a check, interest begins accruing on the business day we receive credit for the item.

Is interest compounded and when is it credited?

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, we will notify you separately as to the frequency with which interest will be credited to your account.

Can you specify a target balance on your accounts?

Yes. If you maintain multiple accounts with us, you may, with our consent, designate in writing one of these accounts as your "principal account" and one or more additional accounts as "target balance accounts." For each target balance account, you will separately specify to us in writing the ledger balance or collected balance which you wish to maintain in that account (the "target balance"). At the end of each business day, we will determine the applicable balance on deposit in each target balance account. If the applicable balance in a target balance account is greater than its target balance, we will transfer to the principal account the funds necessary to bring the applicable balance to the target balance. If the applicable balance is less than the target balance, we will transfer to the target balance account the funds necessary to bring the applicable balance to the target balance. We may, but will not be required to, transfer funds even if the transfer would create an overdraft or exceed the collected balance on deposit in the principal account.

When are interest adjustments disclosed in your account statement?

An interest adjustment may be reflected on your account statement in a month later than the month in which it occurs.

What is the difference between Annual Percentage Yield (APY) and Annual Percentage Yield Earned (APYE)?

- The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on an account based on the interest rate and the frequency of compounding for a 365-day period.
- The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your account during the statement period and the average daily balance in the account for the statement period.

We calculate both your APY and APYE according to formulas established by federal regulations. The APYE appears on your account statement.

Do we have the right to require 7 days written notice before you withdraw money from your savings account?

Yes. We have the right to require 7 days written notice before you withdraw money from your savings account.

Time accounts (CDs)

What are time accounts?

Time accounts include deposits which are payable at the expiration of a specified term, no less than seven calendar days after the date of deposit. We may also refer to a time account as a CD or a Certificate of Deposit, even though we do not issue a paper certificate when opening the account or require a paper certificate to close the account. The time account's maturity date is the last day of the term for the time account. The maturity date is printed on your receipt.

When can you withdraw funds from your time account?

You may withdraw funds from your time account on the maturity date without a penalty. You may also generally withdraw funds without a penalty within the seven calendar days after the maturity date (grace period). You may be charged a penalty if you make a withdrawal at any other time.

How is the early withdrawal penalty assessed?

If you withdraw funds from your time account before the maturity date, an early withdrawal penalty will be assessed. For terms:

- Less than three months (or less than 90 days), the fee is one month's interest.
- Three months (or 90 days) through 12 months (or 365 days), the fee is three months' interest.
- Over 12 months through 24 months, the fee is six months' interest.
- Over 24 months, the fee is 12 months' interest.

The minimum fee is \$100.

The early withdrawal penalty is based on the principal amount withdrawn, at the interest rate on your time account at the time of withdrawal. For purposes of determining the amount of the early withdrawal penalty, one month's interest is equal to one year's interest - at the interest rate in effect at the time of withdrawal - divided by 12. The amount of the early withdrawal penalty is deducted from earned interest. If the penalty is greater than the earned interest, the difference is deducted from the principal. In no event will the early withdrawal penalty for a withdrawal during the first six days after the date of deposit be less than seven days' simple interest.

Can you deposit additional funds into your time account?

You can only deposit additional funds during the grace period.

Will your Annual Percentage Yield (APY) change if you withdraw interest before maturity?

The APY we disclose to you assumes the interest you earn will remain on deposit until your time account matures. If you withdraw your earned interest before maturity, your account will earn less interest over time and the actual APY will be less than the disclosed APY.

How does your time account renew?

Your time account will automatically renew at maturity:

- Typically for a similar term unless we inform you prior to maturity of a different term; and
- At our interest rate in effect on the maturity date for a new time account of the same term and amount, unless we have notified you otherwise.

Electronic banking services

Fund transfer services

The following terms and conditions apply to funds transfers to or from your account. These terms and conditions are in addition to, and not in place of, any other agreements you have with us about funds transfers. The terms "funds transfer," "funds-transfer system," "payment order," and "beneficiary" are used here as defined in Article 4A of the Uniform Commercial Code, as adopted by the state whose laws govern this Agreement.

Rules of funds transfer systems

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made, including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (ACH), the Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunications (SWIFT), and the RTP system (RTP System).

We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our violation of applicable law, including requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control and the Financial Crimes Enforcement Network.

Sending funds transfers

In acting on your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select.

Notice of funds transfers

We will notify you of funds electronically debited from or credited to your account through the account statement covering the period in which the transaction occurred. We are under no obligation to provide you with any additional notice or receipt

Reliance on identification numbers

- If a payment order or other instruction to transfer funds describes the party to receive payment inconsistently by name and account number, we may make the payment based on the account number, even if it identifies a party different from the named recipient.
- If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, we may rely on the identification number as the proper identification of the financial institution.

Duty to report unauthorized or erroneous funds transfers

You will exercise ordinary care to determine whether a funds transfer to or from your account was either not authorized or erroneous. You will also notify us of the facts within a reasonable time, not exceeding 14 days after you have received your account statement from us on which the funds transfer appears or you otherwise have notice of the funds transfer, whichever is earlier. You must notify us within 14 days to be entitled to a refund from us. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.

Erroneous payment orders

We have no obligation to detect errors you make in payment orders - for example, an instruction to pay a beneficiary not intended by you, or to pay an amount greater than the amount you intended, or a transmission of a duplicate payment order previously sent by you. If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order.

ACH transactions

In addition to the other terms in the Agreement, the following terms and conditions apply to payments to or from your account that you transmit through an ACH:

- Your rights for payments to or from your account will be based on the laws governing your account.

- When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
- If a payment is credited to your account and we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account.
- You authorize any Originating Depository Financial Institution (ODFI) to initiate, according to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items written or authorized by you.

Reversal or return of ACH transactions

Under the ACH Rules, we can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day we post the entry to your account. (For example, if we post the entry on Tuesday, we can return it up to midnight on Wednesday.) For us to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 3:00 PM Central Time. (In the example above, you would need to notify us by 3:00 PM Central Time on Wednesday).

If you do not notify us in a timely manner of the unauthorized non-consumer ACH debit entry, we will not be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

Stop payment orders on ACH debit entries

You may request a stop payment order for an ACH debit entry that has not already been paid from your account. An "ACH debit entry" is an order or request for the withdrawal of money from your account through ACH. To be effective, a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it. If you provide oral instructions to stop payment on an ACH debit entry, we may require confirmation in writing. If that written confirmation is not received, we may remove the stop payment order after 14 days. An instruction to revoke a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it.

To place a stop payment order on an ACH debit entry, you must provide:

- Your account number,
- Amount of the ACH debit entry,
- Effective date of the ACH debit entry, and
- Name associated with the originator of the debit entry.

We may request additional information and may use only a portion of the required information to identify the ACH debit entry. We may be able to place a stop payment order based on the company identification number of the originator of the ACH debit entry, but this may stop all ACH entries received from this sender.

Additional information on ACH debit entries

Any information provided by you that is incorrect or subject to change (for example, if the originator changes its company identification number or individual identification number) may result in payment of the ACH debit entry. You acknowledge this risk and agree that you are responsible for notifying the originator of the ACH debit entry that your authorization has been revoked. You agree to indemnify and reimburse us and hold us harmless from and against any loss incurred by us as a result of our paying an ACH debit entry if any of the information relied on in the stop payment order is incorrect or incomplete (or as a result of us not paying an ACH debit entry for which a valid stop payment order is in effect).

Receiving RTP payments

The following additional terms apply to any real-time payments we receive for credit to your account through the RTP System. The terms "sender," "receiver," and "sending participant" are used here as defined in the System Rules governing RTP payments ("RTP Rules"). In addition to the RTP Rules, RTP payments will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, as applicable, without regard to its conflict of laws principles.

- The RTP System may be used only for eligible payments between a sender and receiver with accounts located in the

United States. You may not send or receive payments on behalf of any person or entity not domiciled in the United States. RTP payments that are permitted under the RTP Rules and our requirements will be considered eligible payments for purposes of this Agreement.

- RTP payments cannot be cancelled or amended by the sender. If we receive a message from a sending participant requesting return of an RTP payment received for credit to your account, we may notify you of that request. You are not obligated under the RTP Rules to comply with any such request for return of funds. Any dispute between you and the sender of an RTP payment should be resolved between you and the sender.
- If you do not wish to accept an RTP payment received for credit to your account, you may request that we return that payment to the sender. We may, at our sole discretion, attempt to honor that request, but will have no liability for our failure to do so.
- RTP payments are typically completed within 30 seconds of transmission of the RTP payment by the sender, unless the RTP payment fails or is delayed due to a review by us or the sending participant, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the RTP System or sending participant may also prevent RTP payments from being received for credit to your account.

Selected services

Stagecoach Deposit® - ATM Deposit Only Card Service.

You may elect to use Wells Fargo's *Stagecoach Deposit®* Deposit Only Card Service by completing and returning to us the setup form for the service. This service allows you to make deposits to your account using a Stagecoach Deposit® ATM Deposit Only card ("Deposit Card") at a designated Wells Fargo ATM ("ATM") or in a Wells Fargo branch.

When you make deposits at a designated Wells Fargo ATM, you will make those deposits according to the instructions we provide. You will gain access to the ATM using the Deposit Card and a Personal Identification Number ("PIN"); you assume the risk of misuse of both. We will provisionally credit each deposit to your account based on the amount you key into the ATM. Your ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and our funds availability policy applicable to your account. If the dollar amount of your deposit - as determined by us - differs from your total (as shown on your ATM receipt), we will send you a statement showing the amount of this difference. You agree that our count of the dollar amount of your deposit will be conclusive and binding on you. You will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If you claim any portion of a deposit was lost or stolen while in our custody, you acknowledge that you have the burden of proving your claim. If you order supplies for the ATM Deposit Service through the ATM, you authorize us to initiate debits to your account and credits to the accounts of third party vendors to cover the cost of those supplies provided to you. Those transfers may be processed through an automated clearing house or any other means chosen by us, and will be subject to the rules of the funds transfer system used by us. Your authorization for the transfers will remain in full force and effect until we have received written notification from you of its termination in a time and manner as to afford us and any third-party vendor a reasonable opportunity to act on it.

Stagecoach Deposit® - Post Verify Service.

If you elect to use our Stagecoach Deposit® - Post Verify Service, you will prepare, package, and deliver Stagecoach deposits to us according to our instructions. We will provisionally credit your account for the currency shown on the deposit ticket enclosed in your Stagecoach deposit bag as follows:

- Same day credit for deposits delivered to one of our offices before that office's cut-off time on any business day we are open or for deposits placed in night depository before 6:00 a.m. on any business day we are open; or
- Next business day credit for deposits delivered to one of our offices on any business day we are open on or after the office's cut-off time or on any non-business day.

All Stagecoach deposits are subject to our acceptance and verification. We will verify the currency in your Stagecoach deposit bag either at a later time in our office or when your Stagecoach deposit bag is delivered to our cash vault. Checks will be verified when they are delivered to our check processing center. We reserve the right to adjust (debit or credit) your

account if we determine that the amount shown on your deposit ticket is incorrect. Because the frequency of armored courier transportation from our offices to our vaults varies from office to office, the time it takes to verify your Stagecoach deposit may vary, depending on the office to which your Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three business days. Adjustments will be effective when they are processed.

Overdraft Protection

This is an optional service you can add to an eligible checking account by linking up to two eligible accounts (one savings, one credit). We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough money in your checking account. If you link two accounts, you may tell us which account to use first to transfer/advance funds. If you do not specify an order, we will first transfer funds from your linked savings account.

- **Transfers from linked savings account.** If the available balance in your savings account is \$25 or more and can cover the overdraft, we will transfer the exact amount needed or a minimum of \$25. If the available balance in your savings account is less than either \$25 or the amount needed, we will transfer the available balance.
- **Advances from linked credit card or line of credit account.** If the available credit in your credit card account is \$25 or more and can cover the overdraft, we will advance the exact amount needed or a minimum of \$25. If the available credit in your credit card account is less than either \$25 or the amount needed, we will advance the available credit. Advances from an eligible linked Wells Fargo line of credit will be made in increments of \$100 or \$300 (See your Credit Account Agreement for specific details).

Debit Card Overdraft Service

Debit Card Overdraft Service allows us to approve (at our discretion) your ATM and everyday (one-time) debit card transaction(s) if you do not have enough money in your checking account or in accounts linked for Overdraft Protection at the time of the transaction. With this service, ATM and everyday (one-time) debit card transactions may be approved into overdraft at our discretion and an overdraft fee may apply. If you make a covering transfer or deposit (subject to our funds availability policy) by the posted cutoff time on the same business day as the transaction, no fees will be assessed. Debit Card Overdraft Service does not apply to checks and other transactions such as Bill Pay, ACH, or recurring debit card transactions (such as utilities or health club memberships). We may continue to authorize or pay these transactions into overdraft, at our discretion, and our standard overdraft fees and policies will apply.

If Debit Card Overdraft Service is not added and there is not enough money in your checking account or accounts linked for Overdraft Protection, your ATM and everyday (one-time) debit card transactions will be declined, and there will be no fees for declined transactions. If the service is not added and your ATM or everyday (one-time) debit card transaction creates a negative balance during posting, there will not be an overdraft fee.

Debit Card Overdraft Service is automatically added to eligible business accounts at account opening.

You can add or remove the service at any time. Debit Card Overdraft Service is not available for certain accounts, such as accounts for government entities or savings accounts. Debit Card Overdraft Service is a discretionary service that we may remove for a variety of reasons including excessive overdrafts or returned items, as we determine. Wells Fargo's standard overdraft coverage

Our standard overdraft coverage is when, at our discretion, we pay items, such as checks or automatic payments (e.g., ACH payments) into overdraft rather than returning them unpaid. You can request to remove our standard overdraft coverage from your account by speaking to a banker.

Important: If standard overdraft coverage is removed from your account, the following will apply if you do not have enough money in your checking account or in accounts linked for Overdraft Protection to cover a transaction:

- We will return your checks and automatic payments (such as ACH payments) and you could be assessed fees by merchants.
- We will not authorize ATM and everyday (one-time) debit card transactions into overdraft. If your account is enrolled in Debit Card Overdraft Service, the service will also be removed.

We will not authorize certain transactions (such as cashed checks, recurring debit card transactions or Bill Pay transactions) into overdraft. However, if these transactions are authorized when your account has enough money but are later presented for payment when your account does not have enough money, we will pay the transaction into overdraft and charge an overdraft fee.

Important information about fees:

- Fees may be assessed with each item paid into overdraft subject to the following:
- No overdraft fee will be assessed on ATM and everyday (one-time) debit card transactions unless Debit Card Overdraft Service is added to your account. The merchant informs us if a debit card transaction is a one-time or recurring transaction. An overdraft fee can be assessed on recurring debit card transactions and any other item we pay into overdraft. Any overdraft fee assessed will be deducted from your account during the morning of the next business day following our nightly process.
- We will track transactions that reduced your available balance while pending and caused overdraft fees on other transactions. If these transactions are presented for payment within 10 business days after they first appeared as pending, we will waive any overdraft fees on those transactions. In rare circumstances, the merchant presents transactions for payment with a different identification code than was used when the transaction was sent for authorization and we are unable to match them.

Acceptance of Services

1. Agreement to be Bound by Service Documentation

By signing this Acceptance of Services ("Agreement"), the customer identified on the signature block {"Customer" or "Company"} confirms that it has received and agrees to be bound by the Service Documentation for the Treasury Management Services {each, a "Service"}. Customer may also be referred to as "Company" in the Service Documentation. "Service Documentation" is defined in Wells Fargo Bank, N.A.'s {"Bank"} Master Agreement for Treasury Management Services. Customer's use of any Service, including each Service Customer enrolls in, confirms Customer's receipt of and agreement to be bound by the Service Documentation relating to that Service.

2. Power and Authority of Signer

Customer has granted the person(s) signing this Agreement the authority on Customer's behalf to {i) enter into this Agreement and other agreements with Bank for Services on or after the Effective Date of this Agreement and {ii) amend, terminate or otherwise act on behalf of Customer with respect to this Agreement and the Services.

3. Security Procedures

Unless otherwise agreed, Customer agrees that "Security Procedure" is the applicable security procedure described in the Service Documentation for Customer's Initiation Method for the Service, which Bank will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method Bank offers in the product enrollment form {"Set-up Form"} or other Service Documentation for delivering Customer's Transaction instructions to Bank with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means {i) any funds transfer or payment instruction {including any communication cancelling or amending an instruction), and {ii) any instruction, data or other information which Bank receives in Customer's name with respect to a funds transfer.

The purpose of the Security Procedure is to verify the authenticity of the Transaction. Bank will not use the Security Procedure to detect an erroneous or duplicate transaction. Customer will be responsible for any erroneous or duplicate transaction Bank receives in Customer's name. Customer agrees to be bound by each Transaction, whether or not authorized by Customer, issued in Customer's name and accepted by Bank in compliance with the Security Procedure for the Service.

4. **Commercially Reasonable**

Customer acknowledges that it has had an opportunity to review the Security Procedures offered by Bank in the Security Procedure Reference Guide, available on our *Commercial Electronic Office* portal. Customer agrees that each Security Procedure for the Initiation Method Customer has elected in the Set-up Form or other Service Documentation for each of its Services (a) best meets Customer's requirements with regard to the size, type and frequency of its Transactions, and (b) is commercially reasonable.

If Customer has refused to use a standard Security Procedure and elects a non-standard Security Procedure, then Customer expressly agrees that the non-standard Security Procedure(s) Customer has elected better meets Customer's requirements than any standard Security Procedure with regard to the size, type and frequency of Transactions issued by Customer to Bank and is commercially reasonable.

5. **Confidentiality of Security Procedure and Authentication devices/passwords**

Customer and Bank will preserve the confidentiality of the Security Procedure(s) and any passwords, codes, security devices and related instructions provided by Bank. If one party becomes aware of a breach, or suspects that a breach may occur, it will promptly notify the other party. Customer will maintain effective internal procedures to safeguard against any unauthorized Transaction and warrants that no individual will be allowed to initiate a Transaction without proper supervision and safeguards.

Customer Name(s)

City of Farmington, a New Mexico municipal corporation ("City")

Printed Name of Authorized Representative - Mayor	Nate Dockett
Signature	Nate Dockett
Date	6/3/2024

Legal Department
Approved as to form
By: Russell Howard
Date: 5/31/24



ACH and Related Services Service Description

Treasury Management services

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Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the end of this Service Description.

The services (each a "Service") covered by this Service Description are:

- ACH Origination service
- ACH Fraud Filter service
- Cash Concentration service
- *Perfect Receivables*® service
- *WellsTAX* Payments service

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the Service),
- b. The Acceptance (which indicates your acceptance of the Service Documentation),
- c. The Master Agreement (which contains terms and conditions applicable to all services),
- d. The Account Agreement governing the Account,
- e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office*®(CEO®) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Services

ACH Origination Service

1. **Description of services.** With this Service you can originate ACH credit and debit Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. By using this Service, you authorize us to originate Entries on your behalf to Receivers' accounts, you agree to be bound by the ACH Rules, and you agree not to originate Entries that violate the laws of the United States.
2. **Preparation of Entries and Files; processing schedules.** You will prepare and deliver each File in accordance with the ACH Rules, User Guides and other guidelines we make available to you. You agree to use the applicable Security Procedure when you send Entries to us. We will process each File under our current processing schedule and any instructions about the Settlement Date of an Entry that you provide, if (a) we receive the File by our Cutoff Time on a Business Day and (b) the ACH is open for business. Your Files will be considered received by us when the transmission is completed and authenticated in compliance with the Security Procedure. If your File is received after our Cutoff Time or on a day when the ACH is not open for business, we will treat the File as having been received prior to our Cutoff Time on the next Business Day on which the ACH is open for business. In processing your Entries or Files, we may use any means of transmission, funds transfer system, clearing house or intermediary bank that we reasonably select.

3. **Inconsistency of name and number.** If an Entry describes the RDFI both by name and identifying number, we, a Gateway Operator or another financial institution handling the Entry may rely on the identifying number to identify the RDFI, even if the identifying number refers to an institution other than the named RDFI. If an Entry describes a Receiver both by name and identifying number, the RDFI may pay the Entry based on the identifying number, even if the number identifies a person different from the named Receiver.
4. **Your payment obligations with respect to entries.** You are obligated to pay us in immediately available funds an amount equal to the sum of all credit Entries you deliver to us before we send your Entries to the ACH or Gateway Operator or post an on-us Entry. When we act as both the ODFI and RDFI for an Entry, the Entry is an "on-us Entry." You will maintain available funds in each Account sufficient to cover your credit Entries. You authorize us to debit the Account for the total amount of all credit Entries originated from it at any time. We may refuse to process any credit Entries, even if we have done so in the past, without having first been paid by you, but, if we do, the amount is immediately due and payable without notice or demand. We may take other actions to ensure we receive payment for your credit Entries including (a) upon notice to you, placing a hold on funds in any account you hold with us or our affiliate sufficient to cover your credit Entries and (b) setting off against any amount we or our affiliate owes you. In addition, we may charge the Account or any other of your accounts held with us or our affiliate for any debit Entry, including any correcting or Reversal Entry later returned to us. You will reimburse us for any returned debit Entries on the same day you receive notice of the returned Entry. You agree that we do not need to send a separate notice of debit Entries which have been returned unpaid.
5. **Provisional credit.** If we credit your Account for an Entry, the credit is provisional until we receive final settlement. If we do not receive final settlement, we are entitled to debit your Account or any other accounts you own in whole or in part with us or our affiliate for the amount of the Entry. If there is any remaining shortfall, you will pay it immediately upon demand.
6. **Rejected entries.** We may reject an Entry or File if you do not comply with the terms of the ACH Rules and the Service Documentation, and we will attempt to notify you promptly so you may correct the problem. We will have no liability for rejecting an Entry or File or failing to provide notice of a rejection. If you ask us to repair an Entry or File, we will have no liability if we are unable to make the requested repair. You will pay all charges and expenses for any repair or attempted repair.
7. **Cancellation, amendment, reversal.** You have no right to cancel, amend or reverse an Entry or File after we receive it. If you do request that we cancel, amend or reverse an Entry or File, we may, in our sole discretion, attempt to complete the request. If we do not complete the request, we will have no liability and you will reimburse us for any expenses, losses or damages we incur.
8. **Your duty to report erroneous or unauthorized entries.** You will exercise reasonable care to determine whether an Entry we accepted was either erroneous or not authorized and to notify us of the relevant facts within a reasonable time not exceeding 14 days after you receive our notification that the Entry was accepted or that the Account was debited for the Entry, whichever is earlier. If you do not notify us within 14 days, we will not be liable for any loss of interest or for any other loss relating to an erroneous or unauthorized debit to your Account or because of any other discrepancy in the notification.
9. **Re-transmission of returned entries.** We are not required to re-transmit a returned Entry or File to the ACH or Gateway Operator, or to take any further action on a returned on-us Entry.
10. **Audit.** You grant us ongoing access to your Files and the right to audit periodically your Files, ACH processes and controls so we can verify your compliance with the ACH Rules and this Service Description or any other Service Documentation.

11. **Warranties.** We make certain warranties under the ACH Rules and other Applicable Law when you use this Service. You will reimburse us for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of a breach of a warranty we make in connection with any of your Entries, except to the extent that the Losses resulted from our own gross negligence or intentional misconduct.

Indemnification. We indemnify certain persons under the ACH Rules when you use this Service. You agree to reimburse us and our Representatives for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of the enforcement of any such indemnity, except to the extent the Losses resulted solely from our own gross negligence or intentional misconduct. In addition, you will indemnify us and our Representatives from and against all Losses awarded against or incurred or suffered by us arising directly or indirectly from or related to any material breach of a representation, warranty, or covenant you provide regarding this Service.

12. **Termination.** In addition to the termination provisions contained in the Master Agreement, we may terminate this Service immediately upon notice to you if we determine in our sole discretion: the number of returned debit Entries is excessive; you have breached a warranty provided under the ACH Rules or this Service or otherwise failed to comply with the ACH Rules.

13. **Survival.** Sections 3, 5, 6, 8, 9, 12 and 13 will survive termination of the Services.

Additional Terms and Service options

14. **International Entries.** This section contains additional terms that apply when you originate International Entries.

- a. **General.** You agree to comply with, and we will process each International Entry in accordance with:
- i. The laws and payment system rules of the receiving country of your International Entry,
 - ii. Any agreement we provide to you governing International Entries between us and the Gateway Operator we use to process the International Entry, and
 - iii. The ACH Rules.

If there is a conflict among these three areas, they will govern in the order listed above.

- b. **Currency conversion.** With respect to International Entries, we agree to originate in a Foreign Currency, the currency conversion is governed by section 8 (Currency conversion) of the Master Agreement. For debit Entries, however, we use the Applicable Exchange Rate in effect at the time we receive the funds for settlement of the debit Entry rather than at the time we send (or execute) the debit Entry. If the debit Entry is returned to us, we may charge the applicable Account or any other of your accounts with us or our affiliate for the amount equal to the value of the returned debit Entry, after we have converted the Foreign Currency to the Account Currency at the Applicable Exchange Rate in effect when we process the returned debit Entry. We will not be liable for a sum in excess of the original amount of the debit Entry after conversion.
- c. **Acts or omissions of third parties.** We will not be liable for:
- i. Any failure or delay by a Gateway Operator, any intermediary financial institution, or the financial institution designated to receive the International Entry in the receiving country in processing or failing to process any Entry we transmit to the receiving country, or
 - ii. Any acts or omissions by a third party including the delay or failure of any third party to process, credit or debit any International Entry.

15. **Third-party sender activities.** This section contains additional terms that apply when you are a Third-Party Sender or a nested Third-Party Sender, as defined by Nacha Rules.

- a. **General.** Prior to originating any Entry on behalf of each customer or upon our request, you will:
- i. Provide us with the information we require to understand the nature of your customer's business, including the name, Taxpayer Identification Number, business activity and geographic location of your customer, and whether your customer is also a Third-Party Sender,

- ii. Timely provide us with information we require for purposes of our registration of you or your customer as a Third-Party Sender in accordance with the ACH Rules ("Registration") and supplemental Registration information requested by us, and
 - iii. Upon our request, obtain our written approval to originate or continue to originate Entries for that customer (which we may rescind upon written notice to you), and
 - iv. Enter into a written agreement with that customer in which that customer agrees:
 - 1. To assume the responsibilities of an Originator under the ACH Rules and to be bound by the ACH Rules,
 - 2. Not to originate ACH Entries in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control,
 - 3. To grant us ongoing access to audit the customer and any ACH Entry that it has transmitted to you for transmission to us, and
 - 4. That we may at any time refuse to process an ACH Entry for that customer.
 - b. **Updates to registration information.** You will timely notify us of any changes to information you provide to us for the Registration of you or your customer as a Third-Party Sender.
 - c. **Representations and warranties.** With respect to each of your customers for which you are originating transactions through us, you represent and warrant to us that you have conducted the appropriate due diligence of each Third Party Sender and Nested Third Party Sender, as well as that you continue to maintain a program of monitoring of those Third Party Senders and Nested Third Party Senders, to determine that:
 - i. Each customer is engaged in a legitimate business, and
 - ii. The type, size and frequency of transactions that each customer is originating is normal and expected for the customer's type of business.
 - iii. That the program of oversight of the customer's originators maintains adherence to all relevant Nacha rules.
 - d. **Ongoing monitoring.** You will use reasonable commercial standards to monitor each customer's business and transactions on an ongoing basis and notify us promptly if you identify any unusual activity by your customer. You will take appropriate actions with respect to the customer, including refusing to originate Entries for your customer.
 - e. **Audit:** You agree to comply with all audit requirements under the Nacha rules and agree to provide proof of compliance upon request.
16. **Perfect NOC service.** With our Perfect NOC Service, we maintain a database of Notifications of Change (each, a "NOC") that we receive. We use this database to update your Entries in accordance with the Service options you select from time to time. We will notify you of each NOC we receive in connection with your Entries. Additional details about this Service are more fully described in the applicable User Guide.
17. **MICR-split processing service.**
- a. With our MICR-Split Processing Service, if we determine that an RDFI for a debit Entry you sent is not an ACH participant (or as otherwise reasonably determined by us as appropriate), you authorize us to issue a preauthorized check ("PAC") using the debit Entry data you provided. PACs are drawn upon the Receiver's account with the applicable RDFI and deposited in your Account, but do not contain the signature of the Receiver.
 - b. You represent and warrant to us that:
 - i. You have the appropriate authorization from each person owning the Receiver's account shown in the debit Entry data, which remains effective when we issue the PAC, and
 - ii. You are not a "telemarketer" for purposes of the Federal Trade Commission's Telemarketer Sales Rule (16 C.F.R. Part 310).
18. **Cash Concentration service.** With the Cash Concentration Service, we originate debit Entries to move funds from your Remote Accounts into your Concentration Account. We make summary and detail level reports of your cash concentration transactions available to you through our Cash Concentration Reporting Service. Additional details about this Service and available service options are more fully described in the applicable User Guide.
- a. **Options.** You can choose from the following options:
 - i. **Touchtone or online option.** We originate debit Entries to collect funds from your Remote Accounts for the transfer amounts you specify based on deposit information entered for each location by touch-tone telephone or computer.

- ii. **Automated Cash Concentration option.** We request account balances from the financial institutions holding the Remote Accounts. We calculate transfer amounts and originate debit Entries based on your specified target balances for the Remote Accounts and other transfer parameters you may establish.
- b. **Representations and warranties.** With respect to each debit Entry, we originate on your behalf, you represent and warrant to us that
 - i. The debit Entry is authorized,
 - ii. If you are using the Touchtone/Online option, the corresponding deposit input is accurate, and
 - iii. If you are using the Automated Cash Concentration Option, you have authorized each financial institution holding a Remote Account to comply with our request for balance information.
 - c. **ACH deadlines.** If by our applicable Cutoff Time (i) you do not complete your deposit inputs for the Touchtone or Online option or (ii) we are unable to obtain balance information for a Remote Account for the Automated Cash Concentration option, we will not be responsible for failing to meet the ACH deadlines to originate the debit Entries.
 - d. **Automated Cash Concentration authorization.** You authorize us in our own name or in your name, to request that each financial institution holding a Remote Account provide us or our designee with the account balance information each Business Day using any method specified by us.

ACH Fraud Filter Service

1. **Description of service.** With this Service, you can manage incoming ACH Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. You have the following options:
 - a. **Stop option.** This option stops all incoming ACH Entries you have not authorized in advance (and not set as preauthorizations). Entries stopped under the Stop Option will be returned to the ODFI as unauthorized.
 - b. **Review option.** You review and decision each incoming ACH Entries (not set as preauthorizations) before the applicable cutoff time and select each Entry to be either paid or returned. Entries that you have selected for return under the Review Option will be returned to the ODFI as unauthorized and we will create a reversing adjustment to your Account. If you do not make a pay/return decision on an Entry prior to the applicable cutoff time, the Entry will be paid or returned based on the default action you specified.
 - c. **Additional criteria.** You may also set up additional decisioning criteria, including limits and preauthorizations.
2. **Echecks.** You have the following options for incoming ACH Entries that have been converted from a check (Echecks).
 - a. **Stop option.** All Echecks will be automatically stopped and returned to the ODFI as unauthorized.
 - b. **Post option.** All Echecks will automatically post without your review.
 - c. **No additional criteria.** Additional decisioning criteria, including limits and preauthorizations, are not available for Echecks.
3. **Service restrictions.** You agree to be bound by the ACH Rules for all Entries. Regardless of the Service options or other criteria you have in place, we may return any Entry in accordance with the ACH Rules and Applicable Law. We may also accept any Entry, Reversal Entry or adjustment in accordance with our obligations under the ACH Rules and Applicable Law. This Service does not apply to transactions between you and us. We may pay Entries which you have authorized us to originate against your Account (for instance, loan or credit card payments), whether or not you have included these in your decisioning criteria.
4. **Termination.** Upon termination of this Service, you will still have the right to return individual Entries in accordance with the ACH Rules and Applicable Law.

Perfect Receivables® Service

1. **Description of service.** With this Service, you can elect options for posting and reporting information about ACH entries and wire transfers (each, a "Remittance") that we post each Business Day to your Account(s). We provide a range of unique Wells Fargo payment identification codes (WPICs) that can be used to route Remittances to your Account and help you identify and post your receivables to the correct remitter.
2. **WPIC restrictions.**
 - a. You may not assign a WPIC to more than one remitter or reuse any WPIC numbers.
 - b. If you cannot post the Remittance to your remitter in accordance with the WPIC information, you must return the Remittance.
 - c. We have the right to rescind any WPIC number or range of WPIC numbers at any time in our sole discretion. For example, we may do so if we consider it necessary to comply with Applicable Law. We will use reasonable efforts to notify you before rescinding any WPIC number unless we are prohibited from doing so by Applicable Law, or by our applicable policies and standards, as amended from time to time. When you receive notice of the rescission of any WPIC number, you will promptly notify the remitter assigned to the rescinded WPIC number that the WPIC number may no longer be used to receive Remittances. You will use best efforts to prevent the WPIC from being used to receive Remittances and will block or otherwise restrict access to funds received through a rescinded WPIC.
3. **Processing of Remittances; chargebacks.** Each Business Day, we will post to your Account all Remittances we receive prior to the Cutoff Time, except for Remittances we reject. Each credit to your Account for a Remittance is provisional until we receive final settlement for the Remittance. If we do not receive final settlement, we may debit your Account or any other account you own, in whole or in part, with us or any of our affiliates for the amount of the Remittance. You will pay us immediately upon demand for any shortfall remaining after such chargeback.
4. **Rejected Remittances.** We may, but are not obligated to, reject a Remittance:
 - a. That does not contain all of the required information specified by us,
 - b. If we suspect that you are not entitled to the Remittance,
 - c. If at the time we receive the Remittance, you do not maintain an Account with us, the Service has been terminated, or we are not permitted by law to accept credits to any of your Accounts, or
 - d. If you are in default under this Service Description or any other Service Documentation.
5. **Reporting.** Each Business Day, we will provide you with the information about Remittances posted to your Accounts through the communications channels you elect.
6. **Violation of Applicable Law.** You represent and warrant to us that you will not use the Service in a manner that could result in a violation of Applicable Law. You will provide us with the information we require to understand the nature of your use of the Service and grant us ongoing access to audit your compliance with Applicable Law. In addition to our other rights to terminate the Service under the Service Documentation, we may terminate the Service upon notice to you if we determine your use of the Service could result in a violation of Applicable Law.

WellsTAXPayments Service

1. **Description of service.** With this Service, you can use our *CEO*® portal or a touch-tone telephone to request transfers from your Account (each, a "Transfer") to pay your U.S. federal, state or other taxes specified from time to time in our User Guides. By using this Service, you authorize us to originate ACH credit Entries on your behalf to effectuate the Transfers. You agree to be bound by the ACH Rules, and also comply with applicable provisions of the ACH Service Description, which is incorporated by reference into this Service Description.

2. **Procedures for initiating transfers.** You will deliver your requests for Transfers in accordance with the Service Documentation, including the User Guides. You agree to use the applicable Security Procedures for your Initiation Method (including access codes and passwords for touch-tone telephone initiation method) when you send Transfer requests to us.
3. **Accuracy of data.** You will provide us with the information necessary for us to inform the applicable government agency or entity of the tax payment within the time period required by any rule or regulation governing the payment. You authorize us to rely on the accuracy of the information you have provided to us.
4. **Transfer deadline.** Any Transfer request delivered on any Business Day after the applicable Cutoff Time, or on a non-Business Day, will be deemed received on the following Business Day. You must deliver Transfer requests by the applicable Tax Transfer Deadline.
5. **Authorized reporting agent.** If you are a taxpayer required by federal law to make electronic Federal Tax Deposit (FTD) payments to the Internal Revenue Service (IRS) and submit FTD information through the U.S. Department of the Treasury's Electronic Federal Tax Payment System (EFTPS), we will make your Transfers as FTD payments submitted through EFTPS, regardless of any other instructions from you. In performing the Service, we are acting as your authorized reporting agent. You authorize us to accept debit Entries from the IRS to make the Transfers, and to debit your Account for the amount of such payments.
6. **Payment for Transfers.** You authorize us to debit your Account before we process a Transfer. We may refuse to process a Transfer if the Transfer would exceed the available funds in the Account on the Tax Transfer Deadline.
7. **Rejected Transfers.** We also reserve the right to delay or reject any Transfer if we believe the Transfer may violate Applicable Law or if we believe the Transfer will present a risk to you and/or us, or for other reasons. If we do not accept a Transfer request or must delay making a requested Transfer, we will attempt to notify you.
8. **No verification of Transfer Requests.** We are under no obligation whatsoever at any time to verify any Transfer and will have no liability for failing to investigate or verify any Transfer request.
9. **Confirmations.** We will confirm each Transfer on your account statement or on any bank information reporting service that we provide you. You must immediately inform us of any Transfer that is incorrect or unauthorized.
10. **Amendments and cancellations of transfer requests.** You may cancel a Transfer request before the Cutoff Time if we have not processed the Transfer. After we have processed a Transfer, it cannot be canceled, amended or reversed.
11. **Records, information and audits.** You will verify the accuracy of all records and information regarding the Service, or any Transfer and you will notify us immediately of any errors. Nothing in the Service Documentation will relieve you of:
 - a. Any responsibility imposed by law, regulation or contract with regard to the maintenance of records, or
 - b. Any responsibility to perform audits and account reviews customarily conducted by persons or entities whose businesses are similar to your business.
12. **Responsibility for paying taxes.** Any interruption in the Service will not relieve you of any obligation to pay any tax to the IRS, or any other government agency or entity owed the tax, and we will have no liability to you for your failure in such circumstances to pay any tax.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

Account Currency is defined in section 8 (Currency conversion) of the Master Agreement.

ACH means Automated Clearing House.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Applicable Exchange Rate is defined in section 8 (Currency conversion) of the Master Agreement.

Applicable Law is defined in section 3 (Changes to service) of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

CEO® portal means our Commercial Electronic *Office®*portal.

Concentration Account means your Account designated in the Concentration Account Services Set-up Form.

Cutoff Time means our cutoff time each Business Day we separately disclose to you for the applicable Service.

Entry is defined in the ACH Rules.

File is defined in the ACH Rules.

Foreign Currency is defined in section 8 (Currency Conversion) of the Master Agreement.

Gateway or Gateway Operator is defined in the ACH Rules.

Initiation Method is defined in section 6 (Security procedures) of the Master Agreement.

International Entry means an Entry to an account outside the United States.

Item is defined in the Account Agreement.

Log-on Credentials is defined in section 9 (CEO portal) of the Master Agreement.

Losses means liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Nested Third-Party Sender - As defined in Nacha Rules, a Nested Third-Party Sender is a **Third-Party Sender that has an agreement with another Third-Party Sender to act on behalf of an Originator**, without a direct agreement with the ODFI.

NOC or Notification of Change is defined in the ACH Rules.

ODFI (Originating Depository Financial Institution) is defined in the ACH Rules.

Originator is defined in the ACH Rules.

Payment Order means an instruction to us in your name to transfer funds from your Account (and includes any communication cancelling or amending an instruction).

RDFI (Receiving Depository Financial Institution) is defined in the ACH Rules.

Receiver is defined in the ACH Rules.

Remote Account means one or more accounts owned or controlled by you in the United States.

Representatives is defined in section 11(f) (Liability and indemnification) of the Master Agreement.

Reversal or Reversing Entry is defined in the ACH Rules.

Security Procedure is defined in the Product Enrollment Form and in section 6 (Security procedures) of the Master Agreement.

Settlement Date is defined in the ACH Rules.

Tax Transfer Deadline means a date at least one Business Day prior to the date the tax payment is due to the applicable tax authority.

Third Party Sender is defined in the ACH Rules.

Check Cashing Service Description

1. Introduction. The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") check cashing service ("Service") and includes:

- (a) this Service Description;
- (b) the Acceptance of Services or Treasury Management Product Enrollment form;
- (c) the Master Agreement for Treasury Management Services ("Master Agreement");
- (d) the account agreement governing the account(s) Company uses in connection with the Service; and

User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. Description of Bank's Service. Bank's Service enables Company to have Bank and Bank's affiliates (each an "Affiliate" and unless otherwise specified, along with Bank, collectively "Bank") cash checks drawn on Company's accounts held at other banks.

2.1. Company's Request to Cash Checks. Company requests Bank cash checks each of which: (a) has a face amount equal to or less than the amount separately agreed to by Company and Bank in the Setup Form for the Service ("Setup Form"); (b) purports to be drawn by Company on an account identified on the Setup Form for the Service (each an "Account" and collectively "Accounts") at a drawee bank identified on the Setup Form ("Drawee") (each such check a "Check") whether actually issued by Company or not; and (c) is presented in person by the payee at an office of Bank.

- 2.2. Check Cashing Procedures.** Company authorizes Bank to cash any Check that it does not have actual knowledge bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable so long as Bank has followed its then current check cashing procedures in connection with the cashing of the Check. Bank reserves the right to require Company to consult with Bank with respect to any information concerning Bank that is printed on Company's check stock. **COMPANY UNDERSTANDS THIS SERVICE IS NOT AVAILABLE AT CERTAIN AFFILIATES OR BANK BRANCHES LOCATED IN CERTAIN STATES AS SEPARATELY DISCLOSED TO COMPANY.**
- 3. Fees.** Company agrees to pay Bank a periodic fee for the Service, which fee will be charged whether any Check is cashed during a period and may be changed by Bank from time to time upon prior written notification to Company, in accordance with the Service Documentation. In addition, a per-check check cashing fee may apply. Company agrees to inform its payees in writing that a per-check check cashing fee may apply.
- 4. Termination of Service.** In addition to the termination provisions contained in the Master Agreement, Bank may immediately and without prior notice terminate the Service whenever it has any basis to believe that there will not be sufficient available funds in the Account to pay a Check when presented or, in its sole determination, there is an unacceptable risk of fraudulent activity. The provisions of this Service Description and the other Service Documentation will continue in effect with respect to all Checks cashed by Bank prior to termination of the Service.
- 5. Company's Guarantee of Payment and Obligation of Reimbursement.**
- 5.1. Guarantee of Check Payment.** Company unconditionally guarantees payment of all Checks even though at the time any particular Check is presented for payment (a) the endorsement of the named payee is unauthorized; (b) the Check was not drawn, issued or authorized by Company; (c) the Drawee has received a valid stop payment order regarding the Check; (d) Company does not have sufficient funds in the Account to cover the Check; (e) the Account has been closed or the Drawee is prohibited from paying Checks drawn against the Account; or (f) the Drawee has knowledge that the Check bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable.
- 5.2. Obligation of Reimbursement.** If a Check is dishonored or if Bank is obligated to reimburse the Drawee or a collecting bank with respect to a Check, upon written demand accompanied by evidence of such dishonor or reimbursement, Company agrees to promptly reimburse Bank for all resulting loss. Company waives presentment and other notice of dishonor. In addition, Bank has the right to debit or chargeback any account of Company at Bank for any such loss.
- 6. Bank's Limitation of Liability and Company's Agreement to Indemnify Bank.** Bank will have no liability including liability for any consequential, special, punitive or indirect loss or damage which Company, a payee, the Drawee, a collecting bank or any other person may incur or suffer in connection with a Check. Company will indemnify, defend, and save harmless Bank, and each of its directors, officers, employees, and agents (collectively in this section, "Indemnified Persons") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) (collectively, "Losses and Liabilities") awarded against or incurred or suffered by Indemnified

Persons arising directly or indirectly from or related to the cashing of any Check by Bank in accordance with this Service Description and/or the breach of any material obligation of Company hereunder.

Survival. Sections 4, 5 and 6 of this Service Description survive termination of the Service.



Check Collections Service Description

Treasury Management Services



November 8, 2019

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Introduction

The Service Documentation contains the terms and conditions governing each service ("Service") that Wells Fargo Bank, N.A. ("Bank") provides to Company under this Service Description. "Company" is the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance").

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the specific Service),
- b. The Acceptance (which indicates Company's acceptance of the Service Documentation),
- c. The Master Agreement for Treasury Management Services ("Master Agreement") (which contains terms and conditions applicable to all Services),
- d. The account agreement governing the account(s) (each, an "Account") Company uses in connection with the Service,
- e. The Product Enrollment Form (which contains set-up information for each Service in which Company is enrolling), and
User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of an agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the *CEO®* portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

Services

Returned Item

1. **Description of Bank's Returned Items Services.** A "Returned Item" is an Item that is returned to Bank unpaid after Company deposits it to an account at Bank (or another financial institution) that Company has enrolled in one or more of Bank's Returned Item Services (each, "Account"). Bank's Returned Item Services include:
 - a. Special Instructions regarding the handling of Company's Returned Items (section 3);
 - b. Returned Item Decisioning through Bank's *CEO®* portal (section 4);
 - c. Electronic Returns through which Bank submits Company's Returned Items as RCK entries in accordance with the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines as supplemented by any applicable operating rules of any automated clearing house of which Bank is a member, each as may be amended from time to time (together, "NACHA Rules") (sections 5-10);
 - d. Centralized Return Processing through which Bank processes Company's Returned Items as Company's centralized return processor (sections 11-14);
 - e. Returned Item Forwarding through which Bank forwards Returned Items Bank receives on Company's Accounts at Bank to Company's centralized returns processor (section 16); and
 - f. Returned Item Service Fee Recovery through which Bank issues MICR drafts to recover service fees Company assesses on its customers in connection with Returned Items (section 17).

2. **Rules applicable to Bank's Returned Item Services.** Bank will provide the Services to Company in accordance with:
 - a. The Service Documentation including without limitation the User Guide that Bank makes available to Company at www.wellsfargo.com; and
 - b. State and federal laws and regulations and clearinghouse rules applicable to a Returned Item which may include Federal Reserve Board Regulation CC Subpart C relating to the collection of checks ("Reg CC"), Federal Reserve Board Regulation E ("Reg E") and, in the case of Bank's Electronic Returns Service, when Bank originates an RCK entry on Company's behalf, the NACHA Rules.
3. **Special Instructions Service.** When Company enrolls in Bank's Special Instructions Service, Bank will process Company's Returned Items in accordance with the Special Instructions Company communicates to Bank from time to time.
4. **Returned Item Decisioning Service.** When Company enrolls in Bank's Returned Item Decisioning Service, Bank will use the *CEO*® portal to notify Company of Returned Items Bank receives prior to the cut off time Bank separately discloses to Company each Business Day. Each Returned Item will be listed by the default disposition (redeposit or chargeback) Company separately selects. Prior to the daily deadline Bank separately discloses, Company will review the Returned Items and accept or change the disposition of each Returned Item Bank identifies as eligible for decisioning through the *CEO*® portal. Bank will process each Returned Item not accepted or changed by this deadline according to Company's default disposition on file with Bank.
5. **Electronic Returns Service.** When Company enrolls in Bank's Electronic Returns Service, Bank submits RCK entries for Company's Returned Items that Bank, using a data-based decisioning method, has determined qualify as RCK entries under the NACHA Rules. The financial institution on which a Returned Item was drawn may reject any RCK entry without liability to Bank. The NACHA Rules require the originator of an RCK entry to make certain representations and warranties with respect to the original item for which the RCK entry is initiated. If Bank incurs any liability for breaching any of these warranties, Bank will look to Company to reimburse Bank.
- 6.
7. **Authorization.** Company represents and warrants to Bank that the issuer of any Returned Item has authorized Company to represent the Returned Item electronically and that such authorization is in all respects legally sufficient under applicable law.
8. **Rejected entries.** In the event any RCK entry submitted on behalf of Company is rejected by the ACH for any reason and sufficient data is available to Bank to permit it to repair the RCK entry, Bank will make the repair. Company will provide to Bank on request all information necessary to repair any RCK entry or file of RCK entries.
9. **Representment/returned check fees.** Company acknowledges that the NACHA Rules do not allow collection of fees associated with a represented item by means of a single RCK entry in the amount of both the represented item and associated fees. Company represents and warrants that each item it deposits to its Account at Bank or another financial institution will only be for the amount of the item, and will not include any amount for a representment/returned item fee or similar fee.
10. **Provisional credit.** Any credit to Company's Account in connection with an RCK entry is provisional until such time as settlement for the RCK entry becomes final. In the event any RCK entry is returned or an adjustment memorandum is received with respect to the RCK entry, Company will immediately deposit with Bank sufficient good and collected funds to cover the returned RCK entry or adjustment memorandum. Company authorizes Bank to debit any of Company's account(s) for the amount of any such returned RCK entry or adjustment memorandum.

11. **Reimbursement.** Unless it results solely from Bank's negligence or intentional misconduct, Company will indemnify and reimburse Bank from and against any and all Losses and Liabilities that Bank incurs either directly or indirectly, in connection with (a) the breach of any warranty Bank makes under the NACHA Rules or Company makes in the Service Description, or (b) any action Company asks Bank to take in connection with Bank's Electronic Returns Service.
12. **Centralized Check Return Service.** When Company enrolls in Bank's Centralized Check Return Service, Bank processes Returned Items from Company's Account(s) at Bank and financial institution(s) other than Bank with which Company arranges for Bank to provide the Service. Company will place a special endorsement on the back of each check or other item it intends to deposit with a financial institution other than Bank that, upon dishonor, it wishes to have returned to Company's Centralized Return Account at Bank. This endorsement is the "centralized returns endorsement". It will include all of the information required by 12 CFR §229.35 (as amended from time to time) to be included in an endorsement made by a bank of first deposit and, to the extent possible, conform to the form of such an endorsement. The centralized returns endorsement will be designed to be more prominent than the endorsement of the actual depository bank and thereby increase the likelihood that the paying bank or other payor and any subsequent returning bank will identify Bank as Bank of first deposit. Bank, upon request, will supply Company with endorsement stamps or examples of endorsement stamps that satisfy the requirements of this section.
13. **Relation of multiple endorsements.** Company understands (a) the centralized returns endorsement is in addition to, and not in place of, the endorsement placed on an Item by the depository bank; (b) the centralized returns endorsement may or may not obscure, in whole or in part, the endorsement placed on the Item by the depository bank; and (c) the endorsement placed on each Deposited Item by the depository bank may or may not obscure, in whole or in part, the centralized returns endorsement.
14. **Delayed returns; lost instruments; liability; indemnification.** With respect to where to return checks, 12 CFR §§229.30(9) and 229.31(9), respectively, provide that paying and returning banks may rely on any routing number that appears on a returned check as that of the bank of first deposit. This means a Returned Item may be returned to either Bank or to the actual depository bank. It also means there may be a significant delay in Bank's receipt of a Returned Item. Company, not Bank, is solely responsible for any and all claims, damages, losses, and expenses of any kind including without limitation attorney's fees and costs (collectively, "Losses and Liabilities") that may arise, either directly or indirectly, in connection with any delay in the return of any Returned Item. Company agrees to indemnify and hold Bank, its directors, officers, employees and agents (collectively, "Indemnified Persons") harmless from all Losses and Liabilities arising out of or in any way connected with acts or omissions by Bank or any such indemnified party in connection with the delay in the return of any Item deposited to Company's account at another financial institution .
15. **Bank's right to chargeback Returned Items.** Bank may chargeback a Returned Item to any account Company owns in whole or in part at Bank or any affiliate of Bank without regard to whether the Returned Item was initially deposited to Company's Account at Bank or at another financial institution.
16. **Returned Item Forwarding.** When Company enrolls in Bank's Returned Item Forwarding Service, Company will place its centralized returns endorsement identifying Company's centralized return processor on the back of each check or other item it deposits to its Account(s) at Bank that, upon dishonor and subsequent receipt by Bank, it wishes Bank to forward to Company's Centralized Return processor. Bank will forward Company's Returned Items that Bank receives to Company's centralized return processor. Company acknowledges the possibility of a delay in its centralized return processor's receipt of a Returned Item that is first received by Bank and agrees Section 13 of this Service Description including Company's agreement to indemnify Indemnified Parties applies to Losses and Liabilities of any Indemnified Party in connection with Bank's Returned Item Forwarding Service. Ited to Company's Account at Bank or at another financial institution.
17. **Returned Item Service Fee Recovery.** When Company enrolls in Bank's Returned Item Service Fee Recovery Service, Bank issues a MICR draft on the account of the issuer of a Returned Item in the amount to which Company and Bank separately agree will be Company's Returned Item service fee. Company represents and warrants to Bank that Company has properly disclosed to all its customers that it assesses a service fee for checks returned unpaid for any reason.

18. **Company's agreement to indemnify Bank.** Company will indemnify, defend, and save harmless the Indemnified Persons from and against all Losses and Liabilities awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to:
- Any material breach in a representation, warranty, covenant, or obligation of Company contained in the Service Documentation;
 - The violation of any applicable law, statute, or regulation or of the Rules Applicable to Bank's Returned Items Services including without limitation Reg CC, Reg E and the NACHA Rules in the performance of Company's obligations under the Service Documentation;
 - A breach of any warranty Bank makes under the NACHA Rules in connection with Bank's Electronic Returns Service under this Service Description; and
 - Any negligent or intentional act or omission by Company in the performance of its obligations under the Service Documentation.
19. **Suivival.** Sections 5, 6, 8, 13, 15 and 17 of this Service Description will survive termination of the Service.

Wells Fargo Remote Deposit Capture and Image Delivery

- Description of service.** The Service enables Company to create or process Electronic Checks from eligible paper checks and transmit the Electronic Checks in an electronic file ("Electronic File") to Bank for review and processing for credit to Company's deposit account at Bank ("Account") in accordance with this Service Documentation. An "Electronic Check" means an electronic image of, and electronic information derived from, an eligible U.S. Dollar paper item or check that conforms to ANSI X9.100-187. Bank's Reference Guide for the Service lists eligible U.S. Dollar checks (and ineligible checks). For each Electronic Check Bank determines is eligible for processing, Bank will:
 - Create a substitute check conforming to ANSI X9.100-140 that Bank will present directly or indirectly to the bank (a) on which the original paper check to which the Electronic Check relates is drawn, or (b) at or through which the original paper check is payable (each, the "Paying Bank");
 - Include the Electronic Check in an electronic file for presentment directly or indirectly to the Paying Bank; or
 - Post or present any Electronic Check for which Bank is the Paying Bank.
- Creating or processing Electronic Checks and transmitting Company's Electronic File to Bank.** To create or process Electronic Checks and transmit Company's Electronic File to Bank, Company will use either (a) Bank provided software and Bank provided, certified or approved hardware, or (b) Company's software and hardware or third-party provided software and hardware, provided each generates Electronic Checks and Electronic Files that meet Bank's then current standards and specifications. Any third-party processor Company uses to prepare and/or transmit Company's Electronic File is Company's agent, and Company will be responsible for ensuring its agent complies with Company's responsibilities under this Service Description. In particular, each Electronic File Company's agent transmits to Bank will include only Electronic Checks payable or endorsed to Company, unless Bank expressly agrees to permit Company's agent to include Electronic Checks payable to customers of Company or Bank.
- Processing Company's Electronic File.** Bank will review each Electronic Check and process the Electronic Checks Bank determines are eligible for processing on the Business Day Company transmits Company's Electronic File to Bank, if Bank receives Company's Electronic File before the processing deadline Bank separately discloses to Company ("Cut-Off Time") on that Business Day and on the next Business Day if Company transmits Company's Electronic File to Bank after Bank's Cut-Off Time. "Business Day" is every day except Saturday, Sunday and any federal holiday.

4. **Exception Checks.** Each Business Day on which Bank processes Company's Electronic File, Bank may, without liability to Company, reject Electronic Checks Bank determines are ineligible for the Service (each, an "Exception Check"). "Exception Check" includes without limitation an Electronic Check that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Check, (c) is drawn on a bank located outside the United States and is not payable at or through a bank located within the United States, (d) fails to conform to ANSI X9.100-187, or (e) any Electronic Check other than one described in (a), (b), (c), or (d) of this section 4 that applicable law prohibits Bank from accepting through a remote deposit capture platform. Bank will notify Company of each Exception Check through Bank's Commercial Electronic Office® service or other communication channel at Bank's discretion. Company will deposit an Exception Check to Company's Account only by depositing the original Paper Check to which the Exception Check relates or as otherwise agreed by Bank and Company. Even if Bank does not identify an Exception Check when Bank processes the Electronic File that includes the Exception Check, the substitute check or purported substitute check Bank creates from the Electronic Check may be returned to Bank because, among other reasons, the Paying Bank determines it is illegible or missing an image. Bank's failure to identify an Exception Check will not limit Company's obligations to Bank under section 8.
5. **Deposits to Company's Account.** Bank will be deemed to have accepted each Electronic Check for deposit to Company's Account (other than any Exception Check) (a) on the Business Day Bank processes the Electronic Check (b) at the Bank office where Company's Account is maintained. Funds from these Electronic Checks will be made available in accordance with Bank's Funds Availability Policy applicable to Company's Account and will be deemed to be collected in accordance with Bank's Electronic Deposit Collected Funds Schedule which Bank will provide to Company upon request and may amend from time to time. If an Electronic Check or substitute check is dishonored by a Paying Bank, Company acknowledges and agrees that Paying Bank may create and return to Company or its customers a return substitute check conforming to ANSI X9.100-140 in lieu of the originally presented Electronic Check or substitute check. Company acknowledges and agrees that if Bank receives a notice of nonpayment from Paying Bank with respect to an Electronic Check or substitute check presented for payment, Bank has no obligation to provide this notice to Company or its customers.
6. **Third-party processors.**
 - a. **General.** This section contains additional terms applicable when Company is a third-party processor. Company is a "third-party processor" when it uses the Service either to (a) create and process an Electronic Check on behalf of a customer or (b) process an Electronic Check one of its customers has created and transmitted to Company.
 - b. **Prerequisites for acting as a third-party processor.** Prior to acting as a third-party processor with respect to any customer, Company will conduct due diligence appropriate to the type of customer (consumer or business). As part of Company's due diligence, at time a customer initially opens an account with Company, Company will obtain the customer's name, Taxpayer Identification Number, and address. In addition, Company will fulfill obligations under applicable law with respect to (a) establishing and maintaining a Customer Identification Program and an Anti-Money Laundering Program, (b) establishing and maintaining written procedures reasonably designed to identify and verify beneficial owners of legal entity customers and to include such procedures in its Anti-Money Laundering Program and (c) suspicious activity monitoring and reporting. Company will also enter into an agreement with each of its customers which includes (i) provisions paralleling those in this Service Description relating to creating Electronic Checks and maintaining the security of original Paper Checks; (ii) warranties paralleling each of the warranties Company makes to Bank in this Service Description; (iii) an acknowledgement that Bank may at any time refuse to process Electronic Checks for that customer; and (iv) if the customer is a business entity, an obligation that customer, upon request by Company, provide Company the information Company requires to enable Company to understand the nature of the customer's business.

- c. **Risk parameters; ongoing monitoring.** For each customer for which Company acts as a third-party processor, Company will, in accordance with reasonable commercial standards, monitor the customer's deposits for suspicious activity including out-of-pattern, duplicate and suspicious Electronic Checks on an ongoing basis and take appropriate actions with respect to the customer's account with Company, up to and including refusing to process Electronic Checks for the customer and/or preventing the customer from transacting on its account(s) with Company. Bank will establish and maintain confidential internal risk parameters for Company's Electronic File but Company is solely responsible for monitoring its customer's Electronic Checks.
7. **Company's representations and warranties.** Company represents and warrants to Bank Company will:
- a. Use the Service only for eligible paper checks payable to or endorsed for deposit by Company or its customers (unless Bank expressly agrees otherwise);
 - b. Transmit to Bank only Electronic Checks suitable for processing including without limitation legible Electronic Checks containing machine-readable MICR data;
 - c. Not transmit to Bank any Electronic Check that duplicates an Electronic Check previously transmitted to Bank or that did not originate as an eligible paper check;
 - d. Maintain control over and sole responsibility for secure retention and destruction of each original eligible paper check for which Company or one of Company's customers has created an Electronic Check (including the security and integrity of nonpublic personal information appearing on the original paper check throughout the transmission flow and while in storage) and properly secure all hardware Company uses in connection with the Service at all times;
 - e. Not transmit to Bank, deposit to Company's Account, or otherwise negotiate any original eligible paper check with respect to which Company has transmitted an Electronic Check to Bank, unless Bank has notified Company that the Electronic Check is an Exception Check;
 - f. If Company uses an agent to create Electronic Items and/or transmit Company's Electronic File to Bank, Company will ensure its agent includes only Electronic Check payable to Company in an Electronic File, unless Bank expressly agrees to permit the agent to include Electronic Check payable to multiple customers of Bank; and
 - g. If Company is a third-party processor as set forth in section 6 of this Service Description, comply with section 6 of this Service Description.
8. **Company's agreement to indemnify Bank.** Company will indemnify, defend, and save harmless Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this section 8, "Indemnitees") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to:
- a. Any negligent or intentional act or omission by Company in the performance of its obligations under this Service Description including without limitation failing to maintain control over and sole responsibility for secure retention and destruction of each original paper check for which Company has created an Electronic Check (including the security and integrity of nonpublic personal information appearing on the original paper item throughout the transmission flow and while in storage), in which event Losses and Liabilities will include without limitation consequential damages;
 - b. Any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description;
 - c. Bank acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Check, an Exception Check or an Electronic File, in which event Losses and Liabilities will include without limitation consequential damages; and
 - d. Bank posting or presenting an Electronic Check for which Bank is Paying Bank or presenting an Electronic Check to the Paying Bank for payment.

- e. Company will further indemnify, defend, and save harmless Indemnitees from and against all Losses and Liabilities by Indemnitees arising directly or indirectly from or related to Regulation CC (12 CFR Part 229) or Regulation J (12 CFR Part 210) as follows:
 - i. Bank warrants to a warrantee that (i) the electronic image of a check accurately represents all of information on the front and back of the original check as of the time that the original check was truncated and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check ("Image Quality Warranty") and (ii) the warrantee will not receive a presentment of or otherwise be charged for an Electronic Check, an Electronic Returned Check, the original check, a substitute check, or a paper or electronic representation of a substitute check, such that the warrantee will be asked to make payment based on a check it has already paid ("No Double Debit Warranty"). In the case of transfers for collection or payment, Bank makes the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. In the case of transfers for return, Bank makes the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, any subsequent returning bank, the depository bank, and the owner. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to a breach of any of these warranties, Company will indemnify the Indemnitee and not hold it responsible or liable.
 - ii. Through Bank's providing the Service to Company, Bank is required to indemnify a depository bank that accepts the original paper check from which an Electronic Check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such depository bank indemnity obligation, Company will indemnify Indemnitee and not hold it responsible or liable.
 - iii. If Bank transfers or presents an "electronically created item" and receive settlement or other consideration for it, Bank is required to indemnify each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that (i) the electronic image or electronic information is not derived from a paper check; (ii) the person on whose account the electronically created item is drawn did not authorize the issuance of the item or to the payee stated on the item; or (iii) a person receives a transfer or presentment, or return of, or otherwise is charged for an electronically created item such that the person is asked to make payment based on an item or check it has paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such electronically created item indemnity obligation, Company will indemnify Indemnitee and not hold it responsible or liable.
 - f. **Termination.** In addition to its rights to discontinue providing Services under the Master Agreement, Bank may discontinue providing the Service to Company immediately upon notice if Bank determines in its sole discretion that Company has breached any of Company's obligations under sections 7 or 8 of this Service Description.
9. **Additional controls on Company.**
- a. **General.** In FIL-4-2009, Risk Management of Remote Deposit Capture ("RDC") Guidelines, the FFIEC sets forth guidelines for agreements between a financial institution and its RDC customers. In accordance with these guidelines, Bank has the authority upon reasonable prior notice to Company to (a) mandate specific internal controls at Company's locations, (b) periodically audit or require audits of Company's RDC operations including Company's IT infrastructure at Company's expense, and (c) request additional information about Company.
 - b. **Company's Internal Controls.** Company will establish internal controls related to Company's RDC operations. Upon reasonable request, Company will provide Bank with information about its internal controls and will work in good faith with Bank to resolve any concerns that Bank identifies with respect

to such internal controls.

- c. **Company's Consumer Complaints.** Bank may upon reasonable prior notice to Company request information about:
 - i. Company's procedures for handling consumer complaints relating to Company's RDC product ("consumer complaints"),
 - ii. The number of consumer complaints Company received in the prior calendar quarter, and
 - iii. The then current status of each consumer complaint.
10. **Suivival.** Sections 7 and 8 of this Service Description will survive termination of the Service.



Check Disbursements and Fraud Prevention Services Service Description

Treasury Management Services

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Introduction

The Service Documentation contains the terms and conditions under which Wells Fargo Bank, N.A. ("Bank") provides you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The services (each a "Service") covered by this Service Description are:

Fraud Prevention and Related Services

- Positive Pay Service
- Reverse Positive Pay Service
- Payment Authorization Service
- Account Reconciliation Plan Service
- Controlled Disbursement Account Service

Specialized Disbursement Services

- Centralized Disbursements Manager Service
- Payable Through Draft Service
- Third Party Drafts Service

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the Services),
- b. The Acceptance (which indicates your acceptance of the Service Documentation),
- c. The Master Agreement (which contains terms and conditions applicable to all services),
- d. The Account Agreement governing your account(s) that you use for the Service ("Account"),
- e. The Product Enrollment Form ("Set-up Form") (which contains set-up information for the service in which you are enrolling), and
User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

You agree to the terms and conditions governing the Services in which you have enrolled, as described in this Service Description and in the Service Documentation, which includes details of your enrolled Services. The separate documents comprising of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, the applicable terms for the Service in this Service Description and all Service Documentation.

Fraud Prevention and Related Services:

As further described in the Account Agreement, we offer certain Services to help reduce the risk of fraud, including the Services below.

Positive Pay Service

1. **Description of service.** With this Service you can instruct us to pay or return counterfeit Checks, Checks otherwise not validly issued and certain altered Checks presented to us for payment on the Accounts you enroll in this Service. For purposes of this Positive Pay Service Description, "Check" refers to each check presented for payment on your Account, whether it is counterfeit, not validly issued, altered or validly issued by you. Except as otherwise provided in this Service Description, enrollment in our Account Reconciliation Plan Service is required.
 - a. **Service summary.** Each Business Day, either before or after posting the Check to your Account, based on the Service option you choose as described in section 1b below:
 - i. We electronically compare the serial number and numeric amount of each Check presented to us for payment before our Cutoff Time on the prior Business Day to your Check Issue Data (see section 2),
 - ii. We will provide you with a report ("Exception Report") of each Check that does not match your Check Issue Data (an "Exception Check") (see section 4),
 - iii. We review each Exception Check, and either correct or reverse and repost each Exception Check with errors that we can correct, depending on the Service option you choose as described in section 1b,
 - iv. We will pay or return each Exception Check (see section 5), and
 - v. We separately review each "directly-presented Check" (see section 8).
 - b. **Service options.** You may enroll an Account in one of two options of the Service:
 - i. **Perfect Presentment® Positive Pay.** We electronically compare a Check to your Check Issue Data prior to posting the Check to your Account. Each Check with error(s) that we can correct, such as an encoding error, will be corrected, so that the Exceptions Report includes only unresolved Exception Checks. This option is offered only on an Account enrolled in our Controlled Disbursement Service.
 - ii. **Positive Pay and Positive Pay Only.** We electronically compare a Check to your Check Issue Data after posting the Check to your Account. We then review each Exception Check, and reverse and repost each Exception Check with error(s) that we can correct, such as encoding errors, so that the Exception Report includes only unresolved Exception Checks. Enrollment in our ARP Service is not required for Positive Pay Only.
2. **Check Issue Data.** You will provide us with the Check Issue Data for all issued Checks, in the format, through the communications channel, and at the place we specify no later than our Cutoff Time. You will not distribute any Check before you have included the Check in the Check Issue Data you have provided to us. In performing this Service:
 - a. We will use only the Check Issue Data you provide to us,
 - b. If the Check Issue Data includes a post-dated Check (a check you issue with a date in the future), we will not compare that Check against the Checks presented for payment on the Account until that date, and
 - c. We will not accept Check Issue Data for Checks with an issue date more than forty-five (45) calendar days in the future.
3. **Payment of Matching Checks.** For each Matching Check, we will make final payment on the Check and charge the Check to your Account (subject to section 11).

4. **Notifying you of Exception Items; providing images.** When we identify an Exception Check through our electronic comparison, we notify you through the Exceptions Report. This report is available on our *CEO* portal. We will use reasonable efforts to provide an image of any Exception Check (including a Holdover Exception Check) to you, but we will have no liability if we are unable to do so before the Decision Deadline.
 - a. **Holdover Exception Checks.** This subsection applies when you have enrolled your Controlled Disbursement Account in our Perfect Presentment Positive Pay Service. A "Holdover Exception Check" is an Exception Check we identify after we prepare and transmit the Exceptions Report to you. We will use our best efforts to notify you by calling you at the number we have on file for you.

5. **Decision Deadline.** You will make your pay or return decision based on the information about the serial number and amount of the Exception Check in the Exceptions Report, and if you use our Payee Validation Service (see section 7), on any payee information we provide to you.
 - a. **Instructions before the Decision Deadline.** If, before the Decision Deadline, you instruct us to pay or return an Exception Check, we will follow your instructions (subject to section 11). You will use the same communications channel to instruct us that we used to notify you of the Exception Check, except that if we included the Exception Check on the Exception Report we post on the *CEO* portal, you will use the *CEO* portal to communicate your instruction regarding the Exception Check to us.
 - b. **No instructions before the Decision Deadline.** If you do not instruct us before the Decision Deadline regarding an Exception Check, we will process the Check in accordance with your Default Option. If we are unable to obtain your instructions prior to the Decision Deadline regarding a Holdover Exception Check described in subsection 4(a) we will process the Holdover Exception Check in accordance with your Default Option.

6. **Default Options.** We return the Exception Check to the bank of first deposit marked "refer to maker" even if you validly issued the Exception Check (and do not charge it to your Account). We recommend the "return all" Default Option because it reduces the risk of unauthorized Checks being paid on your Account (even though it may result in valid Checks being returned unpaid).
 - a. **"Return all."** We return the Exception Check to the bank of first deposit marked "refer to maker" even if you validly issued the Exception Check (and do not charge it to your Account). We recommend the "return all" Default Option because it reduces the risk of unauthorized Checks being paid on your Account (even though it may result in valid Checks being returned unpaid).
 - b. **"Pay all."** We charge the Exception Check to your Account. This Default Option presents a higher risk of unauthorized checks being paid on your Account. If you elect this Default Option, you assume full liability for any losses resulting from counterfeit, altered or Checks otherwise not validly issued as described in section 9 below.

7. **Payee Validation Service.**
 - a. **Description of Payee Validation Service.** When you enroll in our optional Payee Validation Service, we will do the following:
 - i. On each Check that is greater than the Payee Validation Threshold, we electronically compare the payee's name on your check to your Check Issue Data. The "Payee Validation Threshold" is the dollar amount we choose above which we will perform the payee validation service.
 - ii. If (1) there is a difference between the two names that is not within guidelines we establish, or (2) a notation or legend on the Check prevents the electronic comparison of the payee's name, we will include the Check as an Exception Check in your Exceptions Report.
 - iii. If you notify us you have incurred a loss as a result of an unauthorized alteration of the payee's name, we will reimburse you for the face amount of any Check we pay under the Payee Validation Threshold except as provided below, provided that you notify us of your loss in writing within 3 years after the statement or Check is made available to you.

NOTE: When you enroll in our optional Payee Validation Service, you are charged a per-Check fee for each Check presented on your Account during a monthly billing cycle. This fee is separately disclosed to you. The per-Check fee is assessed on each Check presented including without limitation Checks not exceeding the Payee Validation Threshold.

- b. **When we do not perform payee validation.** We will not perform any payee validation review with respect to a Check if:
 - i. The Check is less than the Payee Validation Threshold,
 - ii. The payee's name on the Check is handwritten instead of machine-printed,
 - iii. You fail to include the payee's name on the Check in your Check Issue Data,
 - iv. We do not receive your Check Issue Data for the Check before our Cutoff Time, or
 - v. You request we add the payee's name manually to Check Issue Data you have previously provided to us.
- c. **Exceptions to reimbursement.** We will not reimburse you for losses resulting from an unauthorized alteration in the payee's name if:
 - i. The Check with the unauthorized alteration is hand-written, or
 - ii. We fail to identify an alteration or other discrepancy in the payee's name because:
 - 1. The payee name in your Check Issue Data did not exactly match the payee name on the Check, or
 - 2. You used customized zone formatting.

8. **Directly-presented checks.** A "directly-presented Check" is a Check we receive for deposit or cashing at our branch or through another depository channel that may present higher risk. The risk is we may be required to make proceeds from a directly-presented Check available before you can review and make a timely decision on the directly-presented Check identified as an Exception Check in our Exceptions Report. When your Check Issue Data on file with us does not include or match a directly-presented Check:

- a. if we receive the Check for deposit, we will take those steps as we, in our sole discretion, determine are commercially reasonable for the depository channel used, to review and accept the Check or refuse to accept the check, and
- b. if we receive the Check for cashing, we reserve the right to refuse to accept the Check.

You may instruct us to exclude all directly-presented Checks from this process. In that case, each directly-presented Check will be considered a Matching Check, even if it is not included in your Check Issue Data on file with us at the time we receive it, and we will pay it without further inquiry.

9. **Limitation of liability and indemnification.**

- a. **Liability limit.** We will pay each Check you have authorized us to pay as described in this Service Description (including each Matching Check) and each Check you are considered to have authorized us to pay (including each Check we pay according to your Default Option) without performing any Check verification procedure other than those procedures described with this Service Description. We will have no liability for paying a Matching Check or an Exception Check you are considered to have approved if:
 - i. There is an alteration in its serial number or amount,
 - ii. It is counterfeit, bears a forged or unauthorized signature, or
 - iii. It was otherwise not validly issued.
- b. **Indemnification.** Each Check that we pay according to this Service Description will be considered properly payable, and each Check that we return as provided in this Service Description will be considered not properly payable. Without limiting the indemnification provisions contained in the other Service Documentation, you:
 - i. Indemnify and hold us harmless from any and all Losses that we may suffer or incur as a result of our payment or return of a Check at your instruction or otherwise according to sections 5 or 8 of this Service Description, including a Check you issue before including it in your Check Issue Data, and

- ii. Release and forever discharge us from all claims and damages, whether known or unknown, liquidated or unliquidated, contingent, direct or indirect, which you have, or claim to have against us relating to the payment or return of any Check as provided in this Service Description.

10. Stop payment; cancel and void instructions; stale-dated Checks.

- a. You will not use this Service as a substitute for our stop payment service. You will follow our standard stop payment procedures described in the applicable Account Agreement if you wish to stop payment on a Check that was validly issued. You will use:
 - i. A cancel instruction only to delete an outstanding Check included in your Check Issue Data, and
 - ii. A void instruction only to notify us that a Check included in your Check Issue Data has been destroyed and will not be re-issued.
- b. Using notations or legends on a Check is not an effective stop payment order or void instruction. We will not be liable for failing to follow your cancel or void instruction for any Check on which we have made final settlement.
- c. If you choose to use our "stale-dated" feature, we will return each Matching Check (other than a directly presented Check) that is dated past your specified stale-date, unless you instruct us to pay the Check.

11. Our right to return checks. Nothing in this Service description will limit our right to return any Check you have authorized us to pay as part of this Service if we determine that:

- a. The Check is not properly payable for any reason (without us agreeing to, or being required to, make such determination in any circumstance), or
- b. There are insufficient collected and available funds in your Account to pay the Check.

You agree that our determination not to pay a Check will not constitute wrongful dishonor of that Check.

12. Survival. Sections 4, 7, 9, 10 and 11 will survive termination of Services.

Reverse Positive Pay Service

- 1. **Description of Service.** Our Reverse Positive Pay Service is an alternative to our Positive Pay Service that we provide to select customers, including customers that issue Drafts. The Reverse Positive Pay Service is required when you enroll in the Third Party Drafts or Payable Through Drafts Services. With this Service:
 - a. You can detect fraudulent Checks by reviewing information we provide to you each Business Day about Checks that have posted to your Account from the prior Business Day ("Paid Items Report") (see section 2),
 - b. You can request we edit Checks that have posted incorrectly to your Account,
 - c. If you have elected our Teller Match Service, we may perform a positive pay verification of certain directly-presented Checks (see section 3) as we determine in our sole discretion from time to time, and
 - d. You can instruct us to return unauthorized Checks.

For purposes of this Reverse Positive Pay Service Description, a "Check" is a check, Draft or other paper instrument purportedly issued on your Account, whether it is counterfeit, not validly issued, altered or validly issued by you.

- 2. **Paid Items Report.** Each Business Day, we will provide you with the Paid Items Report through our *CEO* portal or by other methods you may elect. Each Business Day, you will compare the Paid Item Report to your Check Issue Data and before the Decision Deadline, notify us through the *CEO* portal of any edit requests or return instructions for those Checks described on the Paid Items Report for that Business Day. You will include in your notification the serial number and amount of each Check you wish to edit and the reason for returning each Check you wish to return.

3. **Teller match service.**
 - a. You may separately elect to have us perform a positive pay verification on certain directly-presented Checks, in which case the provisions in section 8 (Directly-presented Checks) of the Positive Pay Service Description are incorporated here by reference and shall apply and govern. If you enroll in this Service option, you will provide the Check Issue Data for each Check to us before you issue the Check.
 - b. With respect to a directly-presented Check, we will have no liability to you for not performing:
 - i. Any positive pay verification, if we do not receive and have a reasonable amount of time to act on your Check Issue Data for the Check before we receive the directly-presented Check, or
 - ii. Payee validation, if you fail to include the payee's name in your Check Issue Data for the directly-presented Check.
4. **Your failure to give us timely instructions.** If we do not receive your edit requests and/or return instructions by the Decision Deadline on any Business Day, we will pay each Check described in the Paid Items Report for that Business Day, unless you have already instructed us by effective stop payment order to return that Check unpaid.
5. **Checks to be paid; liability limit and indemnification.**
 - a. We will pay each Check you are deemed to have authorized us to pay in accordance with this Service Description without performing any further review of such Check. We will have no responsibility whatsoever for paying such a Check even if its serial number or amount is altered, it is counterfeit, bears forged or unauthorized signature, or is not validly issued. You waive and release us from and agree to protect us against any Losses resulting from a claim that such a Check was not properly payable.
 - b. We will have no liability if you instruct us to return a Check (including without limitation a Check that is counterfeit, not validly issued or altered) but your instruction does not reach us in a time and manner affording us a reasonable opportunity to return the Check before we pay, accept, certify, cash or otherwise become obligated to pay the Check as provided in the Uniform Commercial Code.
 - c. You will promptly reimburse us for any loss we incur when we make the proceeds from a Check available in accordance with Reg CC prior to our receipt of your instructions regarding the Check.
6. **Edit requests and return instructions.**
 - a. **Edit requests.** We reserve the right to deny any of your edit requests based on our evaluation of the edit request. We will not accept edit requests with respect to any Checks that you attempt to communicate to us by any means other than the *CEO* portal.
 - b. **Return instructions.** We reserve the right to decline your return instruction based on our evaluation of the return instruction. If your reason for returning a Check is fraud, your return instruction alone will not constitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudulent transaction.
7. **Stop payment and our right to return Checks.** Sections 10a and b (Stop payment and void instructions) and 11 (Our right to return Checks) of the Positive Pay Service Description are incorporated here by reference and shall apply and govern.
8. **Survival.** Sections 3, 5, 6 and 7 will survive termination of Services.

Payment Authorization Service

NOTE: If you have the ability to write checks on your Account, we recommend that you use the Positive Pay Services to prevent check fraud. You understand that the Payment Authorization Service does not provide the same level of protection as the Positive Pay Services. If you decide not to implement the Positive Pay Services, or you do not properly use it, you assume the risk of loss for unauthorized checks.

1. **Description of service.** With this Service you can set limits on paper Items that may be drawn on your Accounts based on the options you choose. You may also prevent any paper checks being paid on your Accounts by choosing to set the applicable limit to zero.
2. **Available options.**

Option (on Product Enrollment Form)	Action we will take
Maximum Check Amount Authorized	We will automatically return unpaid Items drawn against the Account which are presented to us but exceed the "Maximum Check Amount Authorized" you provide us with. These Items are marked "Refer to Maker."
Maximum Check Cashing Amount	We will refuse to cash checks drawn against the Account and presented to us through our branch network, if they exceed the "Maximum Check Cashing Amount" you specify.
Maximum over the Counter Withdrawal Amount	We will refuse withdrawal requests against the Account which are presented to us through our branch network, if they exceed the "Maximum over the Counter Withdrawal Amount" you specify.
Checks to Individuals	We will refuse to cash checks drawn against the Account which are presented to us through our branch network, and which are made payable to an individual.

Account Reconciliation Plan (ARP) Service

1. **Description of Service.** With our ARP Service, you can receive automated reporting to help you reconcile your Accounts. With this Service you can:
 - a. Receive Account information reporting, based on the Service options you select,
 - b. Store information about Items you issue on your Accounts, and
 - c. Process the information in accordance with the Service options that you elect in the Set-up Form. Our User Guide for the Service details the Service options.
2. **Issued check information.** If you elect our full ARP Service, each Business Day prior to the Cutoff Time, you will provide us with the Issued Check Information using the communication channel(s) you elect. For purposes of this Service Description, "Issued Check Information" is the issue date, serial number and dollar amount of each Item (as defined in the applicable Account Agreement) that you issue on your Account. If you elect our Deposit Location Reporting Service, you will provide us with a list of your location numbers and names and may amend the list from time to time by notifying us in writing.

3. **Stop payment orders.** If you use the ARP Service to place a stop payment order on any Item, you understand that:
 - a. The Account Agreement governs the stop payment order,
 - b. Each stop payment order is subject to our verification that the Item described in the stop payment order has not been paid, and
 - c. This verification may occur a minimum of ninety (90) minutes after the time you transmit the stop payment order to us.

Controlled Disbursement Account Service

1. **Description of Service; required Accounts.** The Controlled Disbursement Account ("CDA") Service is available to select customers that qualify based on their credit and other considerations. With the CDA Service, you will establish and maintain:
 - a. One or more demand deposit accounts with us (each, a "Funding Account"),
 - b. One or more checking accounts with us linked to a Funding Account (each, a "Disbursement Account"), and
 - c. The information reporting service specified by us ("Information Reporting Service").

Each Funding Account and Disbursement Account and the Information Reporting Service will be identified in the Set-up Form for this Service. You will enroll each Disbursement Account in our Positive Pay Service. You will use each Disbursement Account solely to issue Checks, Drafts and electronic debits (each, a "Debit") in accordance with this Service Description. You will not issue any Debits on any Disbursement Account until we notify you that such Disbursement Account is operational.

2. **Determination of Total Net Presentment.** Each Business Day by the Cutoff Time, we will make the Total Net Presentment for each Disbursement Account available to you through the Information Reporting Service. The "Total Net Presentment" consists of the total dollar amount of:
 - a. Debits that have posted in the first and, if applicable, second presentment on that Business Day, and
 - b. Adjustments to the Disbursement Account reported on our CD Summary report, including without limitation Debits posted after the last presentment on the prior Business Day (these Debits are referred to collectively as the "Prior Day Funding Adjustments").

If the Total Net Presentment is not available to you through the Information Reporting Service by the Cutoff Time, we will have no liability, and you will estimate the Total Net Presentment.

3. **Your obligation to deposit funds in Funding Account.**
 - a. Each Business Day before the Cutoff Time, you will deposit good and collected funds in your Funding Account so that the balance in the Funding Account, as determined in accordance with the Account Agreement, is sufficient to cover either:
 - i. The Total Net Presentment or your estimate of the Total Net Presentment, and
 - ii. The total of any Debits that have been memo posted to your Disbursement Account before the Cutoff Time on the current Business Day as set forth in the intra-day composite report we make available to you.
 - b. If you fail to transfer funds as required in subsection 3(a) above or if such transfer was based on your estimate of the Total Net Presentment and such estimated amount was less than the actual Total Net Presentment, we may, at our sole option:
 - i. Advance to the Funding Account(s) sufficient funds to pay the Debits presented for payment on the Disbursement Account and transfer such funds to the Disbursement Account, or
 - ii. Return Debits, in any order, unpaid (even though we may have previously established a pattern of paying such Debits).

4. **Transfer of funds to Disbursement Account.** Each Business Day, we will:
 - a. Transfer from the Funding Account to the Disbursement Account the amount necessary to cover the Total Net Presentment as shown on the CD Summary Report for that Business Day, and
 - b. Advance funds to the Disbursement Account in the amount sufficient to cover Debits that posted to Disbursement Account after the last presentment on that Business Day (and the amount advanced by us will be reported on the CD Summary Report for the next Business Day as the Prior Day Funding Adjustments).
5. **Our obligation to pay debits.** We will have no obligation to pay any Debit if the balance of good and collected funds in the Disbursement Account on which the Debit is drawn is not sufficient to cover the Debit at the time we make our payment decision.
6. **Your agreement to repay our advances to Disbursement Account.** You will unconditionally pay us on demand without setoff or counterclaim in good and collected funds the full amount of any advance we make pursuant to sections 3 and 4 plus our fees and costs incurred in connection with such advance.
7. **Security interest.** As security for the Obligations, you pledge to us, and grant us a lien on and a security interest in, the following property and all proceeds thereof (collectively, the "Collateral") as security for the prompt satisfaction of the Obligations:
 - a. Each Funding Account, each Disbursement Account, and all of your other accounts with us and our affiliates, and
 - b. Any of your property now or at any time delivered, conveyed, transferred, assigned, pledged or paid to us in any manner whatsoever.

Our receipt at any time of any kind of security, including cash, will not be a waiver of any of our rights or powers under any agreement between us. Upon our request, you will sign and deliver to us, any security, control or other agreements and documents as we determine are necessary or desirable (in our sole opinion) to grant us or perfect our security interest in the Collateral. At the time any Obligation becomes due and payable, we may apply or dispose of any and all Collateral, received or to be received, at any time or place, for any price and upon terms and conditions as we determine. We may apply the amounts on deposit or net proceeds of the sale or other disposition (together with any sums credited by or due from us to you), to the payment of the Obligations, all without prejudice to our rights with respect to any portion of the Obligations which remain unpaid. You expressly waive any right to require us to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. If we are required by Applicable Law to give you reasonable notice before the sale or other disposition of Collateral, that requirement is met if notice is given at least 5 calendar days before the date any sale, application or other disposition will be made. Our rights and remedies under any agreements between us or instruments signed by you in our favor are in addition to, and not exclusive of, any other rights or remedies we have under Applicable Law.

8. **Fraud prevention.** Enrollment in one of our Positive Pay Services is required for enrollment in this Service. You acknowledge there is a growing risk of losses resulting from unauthorized Items. You recognize that Controlled Disbursement Service customers are especially susceptible to losses from unauthorized checks. You are aware that we offer an additional service known as "Payee Validation," which is an effective means of controlling risk from counterfeit checks, altered checks and certain other types of fraudulent checks. We have advised you that if you do not enroll in and properly use our Payee Validation Service, we will be unable to prevent losses from counterfeit, altered and certain other types of fraudulent checks and you will be treated as having assumed the risk of these losses.

9. **Liability and indemnification.** In addition to the liability and indemnification provisions in the Master Agreement, we will not be liable for any Losses paid, suffered or incurred by you, and you will indemnify us from and hold us harmless against any Losses that we suffer or incur, arising directly or indirectly and relating to:
- a. Your performance or failure to perform your obligations in accordance with this Service Description,
 - b. Us acting on any information you provide us in any Service Documentation or otherwise,
 - c. If we return any Check unpaid because you have not deposited good and collected funds in the Funding Account related to the Disbursement Account on which a Debit is drawn sufficient to cover the Total Net Presentment,
 - d. Our dishonor and return of any Debit unpaid if you issue the Debit before we notify you the Disbursement Account on which it was drawn is operational,
 - e. Our nonpayment of a Debit, unless the nonpayment results directly and proximately from our gross negligence or willful misconduct,
 - f. If any Debit fails which has not been tested and approved by us to satisfy our check specifications, our late return of that Debit and any presentment-related problem resulting from the failure of that Debit,
 - g. Except as otherwise provided in the Positive Pay, Reverse Positive Pay, ARP, Payable-Through Draft or Third-Party Draft Service Descriptions, if we provide you with one or more of these Services, our payment of any Check or Draft for which there is an alteration in serial number or amount, is counterfeit, bears a forged or unauthorized signature, or is otherwise not validly issued, or
 - h. The exercise of our rights or the performance of our obligations in accordance with this Service Description or the Positive Pay, Reverse Positive Pay, ARP, Payable-Through Draft or Third-Party Draft Service Descriptions, if we provide you with one or more of these Services.
10. **Termination.** In addition to our right to terminate this Service under the Master Agreement, we may terminate this Service and close the Funding Account and Disbursement Account immediately upon sending you written or oral notice (confirmed in writing) of such action if:
- a. You fail at any time to fund the Funding Account as required in this Service Description,
 - b. A lawsuit or other proceeding is commenced by any federal or state agency alleging, or we receive an opinion of counsel, that this Service or any material term or condition of this Service Description violates any law or regulation, or
 - c. You default in your obligations under the other Service Documentation or under any other agreement or instrument signed by you in our favor including without limitation any loan agreement or promissory note.
 - d. Upon termination of this Service, you will, in accordance with our instructions, stop issuing Debits on the Disbursement Accounts, and we will close the Disbursement Accounts and stop processing Debits. You will continue to be liable for all Debits issued on the Disbursement Accounts prior to termination and for all Debits we are obligated to pay.
11. **Survival.** Sections 2 and 5- 9 will survive the termination of this Service.

Specialized Disbursements Services

Centralized Disbursements Manager Service

- 1. Your relationship to clients.** You have represented to us that you function as claims administrator, property manager, or accounts payable administrator with respect to your clients (each individually a "Client" and collectively, "Clients"), who may be (i) insurance companies or business organizations maintaining a program of self-insurance, (ii) owners of commercial real property, or (iii) other business organizations with a need for administrative services related to accounts payable and other disbursements. The services you provide to your Clients may include (without limitation) evaluation, resolution, and/or payment of claims or other types of accounts payable on behalf of your Clients, facilitating the funding of payments related to claims or other accounts payable, and reconciliation and reporting with regard to the payment process.
- 2. Centralized Disbursements Manager ("CDM") desktop.** You will interact with our electronic system for operating the Service through our "CDM Desktop" function, which you will access through the applicable treasury management services internet portal maintained by us.
- 3. Account structure.** To facilitate your disbursement and payment funding activities on behalf of your Clients, you will establish and maintain with us, in your name and taxpayer identification number: (i) a zero-balance controlled disbursement account against which all checks you issue on behalf of your Clients will be drawn ("Disbursement Account"), (ii) a master account linked to the Disbursement Account for the purpose of funding payment of items presented against the Disbursement Account ("Master Funding Account"), (iii) at your option, one or more accounts linked to the Master Funding Account and associated with an individual Client for the purpose of funding disbursements for the benefit of such Client (each an "Individual Client Funding Account"), (iv) an account against which exception items that you instruct us to pay are to be temporarily posted ("Default Account"), and (v) one or more accounts to serve as recovery, refund or adjustment-related transactional accounts; alternative funding sources for payment of checks when the appropriate Individual Client Funding Account lacks adequate funds; or for electronic payment settlement (each, a "Recovery Account").
- 4. Accounts for the benefit of individual clients.** At your option, you may open one or more Individual Client Funding Accounts in your name, each for the benefit of an individual Client, in a way that permits the Client's taxpayer identification number to be associated with the Account for tax reporting or other purposes. This type of Individual Client Funding Account is referred to herein as a "Beneficial Owner Account", and may be used for the broader purposes of receiving, holding, managing and/or disbursing Client funds. Beneficial Owner Accounts must be non-interest-bearing. For each Beneficial Owner Account that you open, you represent and warrant to us that you have valid and proper authorization from the applicable Client to open the Account for the benefit of such Client, and to receive, hold, manage and/or disburse funds in such Account. In no event will any Client be considered a party to, or a third party beneficiary of, this Service Description or the Master Agreement.
- 5. Client profiles.** For each Client for which you make disbursements, you will establish and maintain through the CDM Desktop an electronic client profile (each a "Client Profile"). As part of each Client Profile, you will assign the applicable Client a unique alpha/numeric identifier (a "Client ID") no more than ten characters in length. We will electronically associate each Client ID with an Individual Client Funding Account to facilitate funding of disbursements from the proper funding source.

6. **Client set-up forms.** For each Individual Client Funding Account you open under the Service (including each Beneficial Owner Account), you will, prior to opening the Account, deliver to us a form (each a "Client Set-up Form") in a format approved by us, containing information about the Client for whose benefit Company is opening the Account, including, without limitation, the Client's name, physical address (including zip code, and country, if other than the United States), taxpayer identification number, and business type. If we determine at any time that we do not have a Client Set-up Form for a particular Account, you will upon our request promptly cause such a form to be prepared and forwarded to us.
7. **Delivery of W-9 or W-8 forms.** For each Individual Client Funding Account you open under the Service, you will, prior to opening the Account, deliver to us an original Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification" (each a "W-9 Form") or Form W-8BEN, "Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding" or other appropriate W-8 series form (each a "W-8 Form"), properly completed and executed by (i) the Client for whose benefit you are opening the Account, or (ii) if the Client lacks legal capacity to execute the W-9 Form or W-8 Form, by an individual whom the appropriate taxing authority and applicable law recognizes as being authorized to execute a W-9 Form or W-8 Form on the Client's behalf (an "Authorized Representative"). You represent and warrant that each W-9 Form or W-8 Form which you deliver to us in relation to an Account has been duly and lawfully executed by the Client for whose benefit the Account is opened or an Authorized Representative of such Client. If we determine at any time that we do not have a W-9 Form or W-8 Form for a particular Client, you will upon our request promptly cause such a form to be prepared and forwarded to us.
8. **Disbursements by check; use of Positive Pay.** All checks you issue in payment of claims or other obligations on behalf of your Clients ("COM Checks") must be drawn on the Disbursement Account, which will be a controlled disbursement account governed by our standard Controlled Disbursement Service Description. You may not draw checks, or authorize the drawing or presentment of checks, drafts or other instruments against any of the Accounts other than the Disbursement Account or the Recovery Accounts. You must at all times use our Positive Pay Service in connection with the Disbursement Account. Your use of our Positive Pay Service will be governed by our Positive Pay Service Description and other documentation in effect from time to time with respect to that Service.
9. **COM check issuance; Issue Files.** You must identify and describe each COM Check you issue in an electronic issue file (each an "Issue File"), which you must transmit to us in connection with the CDM's Check issuance. You must create and transmit each Issue File to us in compliance with our published standards for creation and transmission of issue files for use with the Service. You must include in each entry for a COM Check listed in a particular Issue File (each an "Issue Record") the appropriate Client ID for the Client on whose behalf you issued the COM Check. You agree that you will not mail, transmit, send, deliver or otherwise issue or distribute any COM Check until you have properly transmitted to us an Issue File containing the corresponding Issue Record for that check. We will compile the information in each Issue File and incorporate that information in our cumulative COM data base of issued and outstanding COM Checks (the "Issue File Data Base").

10. **Presentment and payment of COM checks.** Upon presentment of a check against the Disbursement Account, we will, as part of our Positive Pay Service, compare certain data fields on such item with certain information in the Issue File Data Base. If we identify the item as a COM Check that matches a corresponding Issue Record in the Issue File Data Base (a "Matching Check"), we will ascertain the Client ID accompanying the Issue Record. To the extent that the Individual Client Funding Account associated with the Client ID contains sufficient collected and available funds to pay all Matching Checks presented on the same Business Day which are associated with the same Client ID, we will pay all such Matching Checks. We will cause the applicable Individual Client Funding Account to be debited, with the resulting credit made to the Master Funding Account. To the extent that the Individual Client Funding Account associated with the Client ID does not contain sufficient collected and available funds to pay all Matching Checks associated with such Client ID which are presented on the same Business Day, we may, in our sole discretion (i) return all such Matching Checks unpaid, unless specific alternative funding arrangements have been made between you and us in advance, or (ii) pay such Matching Checks and cause the applicable Individual Client Funding Account to be overdrawn in the amount of the shortfall. Any overdraft on an Individual Client Funding Account is immediately due and payable from you to us.
11. **Default Account.** If, after comparison with the Issue File Data Base, a presented item cannot be associated with an Issue Record, but you nevertheless instructs us to pay the item, we will cause the item to be posted to the Default Account. For each item posted to the Default Account that causes the Default Account to become overdrawn, you will promptly provide us with instructions via COM Desktop or in the form of an Issue Record incorporated in an Issue File, to repost the item to an Individual Client Funding Account.
12. **Minimum balance requirement for Recovery Accounts.** You must at all times maintain in one or more Recovery Accounts an aggregate balance of collected and available funds which equals or exceeds the aggregate amount of negative balances, if any, maintained in Individual Client Funding Accounts and the Default Account. Any positive balances maintained in any Individual Client Funding Accounts and/or the Default Account are expressly excluded from this calculation. We may return unpaid any COM Checks presented for payment against the Disbursement Account during any period in which you fail to maintain the balance requirement set forth in this section 12. We may at any time, in our sole discretion, set off some or all of the balances in the Recovery Accounts against any negative balances in any Individual Client Funding Accounts or the Default Account.
13. **Funding basis.** Each Issue File, as it pertains to each Client on whose behalf you issue COM Checks, will be funded on either an "Issue Funding" basis or a "Presentment Funding" basis. You must identify the funding basis for each Client as part of the Client Profile for such Client. Once the funding basis for a particular Client has been established, you agree that it will not be changed without our written consent.
 - a. **Issue Funding Basis.** If you are funding the Issue File for a particular Client on an Issue Funding basis, then the funding of the corresponding Individual Client Funding Account is determined with reference to our receipt of each Issue File from you that pertains to the Client.
 - b. **Presentment Funding Basis.** If you are funding the Issue File for a particular Client on a Presentment Funding basis, then the funding of the corresponding Individual Client Funding Account is determined with reference to presentment against the Disbursement Account of items related to the Client.
14. **Funding method.** You will fund each Individual Client Funding Account by using one of the funding methods set forth in this section 14. The process of funding by any of these funding methods will be governed by the Master Agreement, this Service Description and other Service Documentation. **YOU WILL NOT, AT ANY TIME OR UNDER ANY CIRCUMSTANCES, FUND OR PERMIT FUNDING OF ANY INDIVIDUAL CLIENT FUNDING ACCOUNT, IN WHOLE OR IN PART, BY MEANS OF A CASH DEPOSIT OR A DEPOSIT MADE BY A THIRD PARTY.** Each Client Debit account must be owned by your Client. As used in this section 14, the term "Funding Day" has the meaning given to it in section 15.

- a. **ACH Debit Entries.** You may use ACH debit entries to debit the account of the corresponding Client with us or at another financial institution ("Debit Account"). If you use this funding method, then prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about that Client's Debit Account to enable us to generate an ACH debit entry from the Debit Account. Provided that we have adequate information about the Debit Account, we will transmit an ACH debit entry file to the designated receiving depository financial institution through the applicable clearing house channel on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the debit entry file will be created and transmitted on the next Funding Day. You authorize us to create and transmit each such debit entry file, and represent and warrant to us that each debit entry created using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of an ACH debit entry must be received in the applicable Individual Client Funding Account on the Business Day following our transmission of the file containing such ACH debit entry.
- b. **ACH credit entries.** You may use ACH credit entries to transfer funds to an Individual Client Funding Account from an account of the applicable Client with us or another financial institution. Provided that we have adequate address information about the Client on whose behalf the Individual Client Funding Account is maintained, we will transmit an automatic ACH credit entry funding notice, by e-mail and/or fax at your option, to you and the Client on the same day that (i) we receive an Issue File for the Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the funding notice will be transmitted on the next Funding Day. Funds in the amount specified in a funding notice must be received in the applicable Individual Client Funding Account on the Business Day following our transmission of the funding notice.
- c. **Wire credit transfers.** You may use wire credit transfers to transfer of funds to an Individual Client Funding Account from an account of the applicable Client with us or another financial institution. Provided that we have adequate address information about the Client on whose behalf the Individual Client Funding Account is maintained, Bank will transmit an automatic wire credit transfer funding notice, by e-mail and/or fax at your option, to Company and the Client on the same day that (i) we receive an Issue File for the Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the funding notice will be transmitted on the next Funding Day. Funds in the amount specified in a funding notice must be received in the applicable Individual Client Funding Account on the same day we transmit the funding notice.
- d. **Drawdown wires.** You may use drawdown wires to debit the Debit Account. If you use this funding method, prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about that Client's Debit Account to enable us to generate a drawdown wire from the Debit Account. Provided that we have adequate information about the Debit Account, we will cause a drawdown wire to be automatically initiated and transmitted to the designated depository financial institution through the applicable channel on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if such day is not a Funding Day, then the drawdown wire will be initiated on the next Funding Day. You authorize us to create and transmit each drawdown wire, and represent and warrant to us that each drawdown wire created using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of the drawdown wire must be received in the applicable Individual Client Funding Account on the same day we initiate the drawdown wire.

- e. **Internal book transfers.** You may use internal book transfers to debit the Debit Account, so long as the Debit Account is maintained with us. If you use this funding method, then prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about such Client's Debit Account to enable us to generate an internal book transfer from the Debit Account. Provided that we have adequate information about the Debit Account, we will cause an internal book transfer to be initiated from the Debit Account on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if Company is using a Presentment Funding Basis for the Client. However, that if that day is not a Funding Day, then the internal book transfer will be initiated on the next Funding Day. You authorize us to initiate and execute each such internal book transfer, and represent and warrant to us that each internal book transfer initiated using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of the internal book transfer must be received in the applicable Individual Client Funding Account on the same day we initiate the internal book transfer.
15. **Funding Frequency.** You will fund each Individual Client Funding Account according to one of the funding frequency options set forth in this section 15. Each day on which funding is to occur under a particular funding frequency option is hereinafter referred to as a "Funding Day."
- a. **Daily funding.** Under the "Daily Funding Frequency Option", funding will occur (i) each day that we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) each day on which one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client.
 - b. **Weekly funding.** Under the "Weekly Funding Frequency Option", funding will occur once a week, on the same day of the week as you select.
 - c. **Monthly funding.** Under the "Monthly Funding Frequency Option", funding will occur one day each month, on either (i) the same numeric day of the month, or (ii) the first or last day of the month, as you select.
 - d. **Semi-monthly selected date funding.** Under the "Semi-Monthly Funding Frequency Option", funding will occur twice each month, on the same two numeric days, as selected by you.
 - e. **P.A.L. funding.** The "P.A.L. Funding Frequency Option" is only available for accounts you are funding on an Issue Funding Basis. Under this option, funding will occur each time an aggregate dollar amount of items accumulates within one or more Issue Files, with a dollar limit you specify.
 - f. **Threshold funding.** The "Threshold Funding Frequency Option" is only available for accounts you are funding on a Presentment Funding Basis. Under this option, funding will occur each time an aggregate dollar amount of items is presented for payment in relation to a particular Client, with a dollar limit you specify.
16. **Supplemental funding days.** You may, at your option, establish one or more additional Funding Days that supplement the funding frequency options chosen for a particular Client under section 15 above. Each additional funding day may be designated as either a "Clean-up Date" or "End-of-Contract Date", depending on the purpose of the supplemental funding. Funding on each supplemental Funding Day will take place according to the Funding Basis and Funding Method previously selected for the applicable Client.
17. **Right of setoff.** In the event that any negative balance is maintained in an Individual Client Funding Account or the Default Account, whether created by action of you or us, we may at any time, and without prior notice to you, set off the amount of such negative balance against funds on deposit in any Recovery Account or any other deposit account you maintain with us; provided, however, that we may not set off against any other Individual Client Funding Account.

18. **Security interest in Recovery Accounts.** As security for the Obligations, you grant us a security interest in and lien on the Recovery Accounts, and all amounts from time to time on deposit in, or withdrawable from, the Recovery Accounts (the "Collateral"). Our receipt at any time of any kind of security, including cash, will not be a waiver of any of our rights or powers under any agreement between us. Upon our request, you will sign and deliver to us, any security, control or other agreements and documents as we determine are necessary or desirable (in our sole opinion) to grant us or perfect our security interest in the Collateral. At the time any Obligation becomes due and payable, we may apply or dispose of any and all Collateral, received or to be received, at any time or place, for any price and upon terms and conditions as we determine. We may apply the amounts on deposit or net proceeds of the sale or other disposition (together with any sums credited by or due from us to you), to the payment of the Obligations, all without prejudice to our rights with respect to any portion of the Obligations which remain unpaid. You expressly waive any right to require us to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. If we are required by Applicable Law to give you reasonable notice before the sale or other disposition of Collateral, that requirement is met if notice is given at least 5 calendar days before the date any sale, application or other disposition will be made. Our rights and remedies under any agreements between us or instruments signed by you in our favor are in addition to, and not exclusive of, any other rights or remedies we have under Applicable Law.
19. **Account closure or debit block.** We reserve the right to either close or place a debit block on any Individual Client Funding Account which, in our sole judgment, is subject to repeated overdrafts or overdrafts of an excessive amount, or in the event that the Client associated with such Account is subject to a bankruptcy proceeding or makes a general assignment for the benefit of creditors.
20. **Business Associate Agreement.** If you are an organization that performs any function or activity involving the use, transmission, or disclosure of individually identifiable health information, you and we must enter into a Business Associate Agreement (addressing certain requirements of Subtitle F of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) in form and substance satisfactory to us.
21. **Compliance with Applicable Laws.** You represent, warrant, and covenant to us that you will at all times comply with all Applicable Laws governing the receipt, holding, management and/or disbursement of funds in any Beneficial Owner Account.
22. **Indemnification.** You agree to indemnify, defend, and hold us harmless from and against any and all Losses which we suffer or incur as a result of or in connection with (i) your failure to have proper authorization to act on behalf of any Client, (ii) any Client Set-up Form or related information you provide to us which is incomplete or erroneous, and (iii) your failure to comply with Applicable Laws governing the receipt, holding, management and/or disbursement of funds for the benefit of Clients.
23. **Ownership dispute.** In the event that any Client asserts ownership rights to an Account held for the benefit of such Client, or any of the funds therein, then absent the mutual written consent of both you and the Client to dispose of the Account and related funds, we reserve the right, in its sole discretion, to suspend all activity on that Account and to interplead the funds into court.

24. **Termination.** Unless terminated sooner in accordance with the terms of the Master Agreement or this Service Description, this Service Description and the Service will continue in effect until terminated by either party upon ninety (90) days prior written notice to the other party. We may terminate the Service following notice to you (i) if you breach any material provision of the Master Agreement or this Service Description and fail to cure the breach within fifteen (15) days after we give notice of the breach, or (ii) notwithstanding the foregoing, if you fail at any time to maintain the minimum balance in the Recovery Accounts required under section 12 of this Service Description. Termination of the Service will not affect your or our rights with respect to transactions which occurred before termination.
25. **Survival.** Sections 4, 10, 12, 14, 17- 19, 22- 24 will survive termination of the Services.

Payable Through Draft Service

1. **Description of Service.** With this Service, we provide you with information about payable-through Drafts that are purportedly drawn on you and received by us so that you can determine if you will pay, edit or dishonor each Draft.
2. **Requirements for Draft stock.** You will ensure each Draft contains:
 - a. The legend "PAYABLE THROUGH WELLS FARGO BANK, N.A."; and
 - b. Our routing number on the MICR line of the Draft. You will also comply with all other requirements we communicate to you. You will not issue any Draft until we notify you that your Draft stock meets our specifications.
3. **Electronic presentment.** Each Business Day, we will present to you each Draft we receive before the Cutoff Time. We will electronically present you with a report or transmission ("Activity Report") containing the serial number and amount of each Draft available to you through your chosen information reporting service. No physical delivery of a Draft or of a substitute check or a purported substitute check in lieu of a Draft will occur.
4. **Images of Drafts; identifying Unauthorized Drafts.** We will make an electronic image of each Draft available to you through our *CEO*[®] portal. If for any reason we cannot make an electronic image of a Draft available to you, you remain solely responsible for determining whether a Draft described in each Activity Report is an Unauthorized Draft.
5. **Funding.** You will maintain immediately available funds in your Account sufficient to cover the full amount of Drafts you issue. We have no obligation to honor any Draft if you do not have immediately available funds in your Account sufficient to cover the full amount of the Draft. If an arbitrator or a court determines a Draft has been paid under circumstances that we incur any liability for the Draft under Applicable Law or any agreement having the force of law, you will pay us on demand for the amount of the Draft.
6. **Decisioning.** You must notify us of any presented Draft that is to be edited (section 8 [Edits to Drafts]) or dishonored (section 9 [Drafts to be dishonored]) by the Cutoff Time on the next Business Day following the Business Day on which we made the Activity Report available to you ("Decision Deadline"). You will notify us through our *CEO* portal as set forth in the Reverse Positive Pay Service Description or, in the case of dishonor instructions only, through a means acceptable to us. If we do not receive your edit requests or dishonor instructions by the applicable Decision Deadline, you will be deemed to have instructed us to pay each Draft described in the Activity Report(s) for that Business Day, and you will be obligated to pay the amount of each Draft.

7. **Provisional payment of Drafts.** Any payment or other settlement for a Draft, except a Draft cashed in accordance with section 10, will be provisional and subject to revocation by:
- You, if you direct us to dishonor a Draft before the applicable Decision Deadline, or
 - Us at any time before midnight of the day we presented the Draft to you.
8. **Edits to Drafts.** You may request edits of the serial number and/or amount of any Draft described on the Activity Report(s) for any current Business Day. You will notify us of each edit request by means acceptable to us. We may deny your edit request based on our evaluation.
9. **Drafts to be dishonored.**
- General.** We are subject to requirements regarding the return of Drafts under Applicable Law, including the requirement to provide notice of a dishonored Drafts. We may be liable for the amount of the Draft and other damages if we do not meet these requirements. You are solely responsible for dishonoring any Draft including any Unauthorized Draft. If you decide to dishonor any Draft we present to you, you will notify us prior to the Decision Deadline in accordance with the Reverse Positive Pay Service Description.
 - Reimbursement obligation; revocation instructions.** You will promptly reimburse us for any Losses we suffer or incur as a result of our dishonor of a Draft in accordance with your notice to us. Any payment or other settlement of a Draft will be provisional and can be revoked by:
 - You, if you direct us to dishonor a Draft before the Decision Deadline, and
 - Us, at any time before midnight of the first Business Day after the day we presented the Draft to you.To be effective, we must receive your revocation instruction in a time and manner that gives us a reasonable opportunity to act on it before the payee deposits, cashes or otherwise negotiates the Draft.
 - Fraud.** If your reason for dishonoring a Draft is fraud, your return instruction alone will not constitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudulent transaction.
10. **Draft Cashing.** We offer a Draft Cashing Service (see our User Guide for more information). If you enroll in this Service, you waive any rights to dishonor or issue an edit request with respect to any Draft we cash at our teller line.
11. **Liability and Indemnification.**
- Indemnification.** You will indemnify, defend, and hold us, and our Representatives harmless from and against all Losses arising out of or relating to:
 - (1) our failure to identify an Unauthorized Draft, (2) our refusal to cash a Draft, (3) our failure to meet any requirement to which section 9 (Drafts to be dishonored) of this Service Description refers, (4) our payment of an Unauthorized Draft, or (5) our exercise of our rights, or our performance of our obligations, in accordance with this Service Description,
 - A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
 - Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an electronic check is created, if the loss is due to the check having already been paid, and
 - If we transfer or present an "electronically-created item" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against Losses that result from the fact that:
 - The electronic image or electronic information of the electronically-created item is not derived from a paper check,
 - The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and

3. A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

"Electronically-created item" means an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not derived from a paper check. "Image Quality Warranty" means our guarantee that the electronic image of the check accurately represents all of the information on the front of the check as of the time the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check. "No Double Debit Warranty" means our guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner. For purposes of this section 11.a, the term "check" and "electronically created item" includes a Draft.

- b. **Unauthorized Draft.** With respect to each Draft, we:
 - i. Will be deemed to be a collecting bank and not a drawee bank, and
 - ii. Disclaim all liability applicable to a payor bank under the Transfer and Presentment Warranties in Articles 3 and 4 of the UCC.

In the event any Draft paid by you is subsequently determined to be an Unauthorized Draft, we will take any action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights you may have against those prior parties, but we will not be liable to you with respect to the Unauthorized Draft and will not be obligated to take any action with respect to the Unauthorized Draft unless you first indemnify us for all costs, expenses and liabilities, including reasonable attorneys' fees and legal expenses, which we may incur as a result of such action.

- c. **Delayed Return.** You are responsible to any party that incurs a loss in connection with a Draft, if:
 - i. The loss is due to a delay in the return of the Draft, and
 - ii. The delay is caused, in whole or in part, by any presentment-related problem resulting from:
 1. The failure of any Draft to meet our draft specifications (section 2), or
 2. Material appearing on the back of the Draft when it was issued by you including without limitation carbon blanks, blacked-out areas and printed or written text or numbers.

12. **Survival.** Sections 3, 4, 6, 9, 10, and 11 of this Service Description will survive termination of the Service.

Third Party Drafts Service

1. **Description of Service.** You provide draft stock to your customers (each, a "third party") that issue third party drafts. With this Service, we will provide you with a controlled disbursement service for third party drafts. You will establish and maintain:
 - a. One or more demand deposit accounts with us (each, a "Funding Account"), and
 - b. One or more demand deposit accounts with us (each, a "Disbursement Account"), each of which is linked to a Funding Account and assigned to one of our controlled disbursement end points (each, an "End Point").

2. **Requirements for Draft stock.** You will ensure each Draft contains:
 - a. The legend "PAYABLE THROUGH WFB, N.A."; and
 - b. Our routing number on the MICR line of the Draft. You will also comply with all other requirements we communicate to you. You will not provide Draft stock to any third party until we notify you that your Draft stock meets our specifications.
3. **Electronic presentment.** Each Business Day, we will present to you each Draft we receive before the Cutoff Time. We will electronically present you with a report or transmission ("Activity Report") containing the serial number and amount of each Draft available to you through your chosen information reporting service. No physical delivery of a Draft or of a substitute check or a purported substitute check in lieu of a Draft will occur.
4. **Images of Drafts; identifying Unauthorized Drafts.** We will make an electronic image of each Draft available to you through our CEO® portal. If for any reason we cannot make an electronic image of a Draft available to you, you remain solely responsible for determining whether a Draft described in each Activity Report is an Unauthorized Draft.
5. **Funding.** You will maintain immediately available funds in your Account sufficient to cover the full amount of Drafts you issue. We have no obligation to honor any Draft if you do not have immediately available funds in your Account sufficient to cover the full amount of the Draft. If an arbitrator or a court determines a Draft has been paid under circumstances that we incur any liability for the Draft under Applicable Law or any agreement having the force of law, you will pay us on demand for the amount of the Draft.
6. **Decisioning.** You must notify us of any presented Draft that is to be edited (section 8) or dishonored (section 9) by the Cutoff Time on the next Business Day following the Business Day on which we made the Activity Report available to you ("Decision Deadline"). You will notify us through our CEO portal as set forth in the Reverse Positive Pay Service Description or, in the case of dishonor instructions only, through a means acceptable to us. If we do not receive your edit requests or dishonor instructions by the applicable Decision Deadline, you will be deemed to have instructed us to pay each Draft described in the Activity Report(s) for that Business Day, and you will be obligated to pay the amount of each Draft that is not timely returned by us.
7. **Provisional payment of Drafts.** Any payment or other settlement for a Draft, except a Draft cashed in accordance with section 10 [Draft cashing], will be provisional and subject to revocation by:
 - a. You, if you direct us to dishonor a Draft before the applicable Decision Deadline, or
 - b. Us at any time before midnight of the day we presented the Draft to you.
8. **Edits to Drafts.** You may request edits of the serial number and/or amount of any Draft described on the Activity Report(s) for any current Business Day. You will notify us of each edit request by means acceptable to us. We may deny your edit request based on our evaluation.
9. **Drafts to be dishonored.**
 - a. **General.** We are subject to requirements regarding the return of Drafts under Applicable Law, including the requirement to provide notice of a dishonored Draft. We may be liable for the amount of the Draft and other damages if we do not meet these requirements. You are solely responsible for dishonoring any Draft including any Unauthorized Draft. If you decide to dishonor any Draft we present to you, you will notify us prior to the Decision Deadline in accordance with the Reverse Positive Pay Service Description.

- b. **Reimbursement obligation; revocation instructions.** You will promptly reimburse us for any Losses we suffer or incur as a result of our dishonor of a Draft in accordance with your notice to us. Any payment or other settlement of a Draft will be provisional and can be revoked by:
 - i. You, if you direct us to dishonor a Draft before the Decision Deadline, and
 - ii. Us at any time before midnight of the first Business Day after the day we presented the Draft to you.

To be effective, we must receive your revocation instruction in a time and manner that gives us a reasonable opportunity to act on it before the payee deposits, cashes or otherwise negotiates the Draft.

- c. **Fraud.** If your reason for dishonoring a Draft is fraud, your return instruction alone will not constitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudulent transaction.

10. **Draft cashing.** We, or an affiliate, will not cash any Draft presented for encashment at our teller line, except at our own discretion.

11. Liability and indemnification.

- a. **Indemnification.** You will indemnify, defend, and hold us, and our Representatives harmless from and against all Losses arising out of or relating to:
 - i. (1) our failure to identify an Unauthorized Draft, (2) our refusal to cash a Draft, (3) our failure to meet any requirement to which section 9 (Drafts to be dishonored) of this Service Description refers, (4) our payment of an Unauthorized Draft, or (5) our exercise of our rights, or our performance of our obligations, in accordance with this Service Description,
 - ii. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
 - iii. Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an electronic check is created, if the loss is due to the check having already been paid, and
 - iv. If we transfer or present an "electronically-created item" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against Losses that result from the fact that:
 - 1. The electronic image or electronic information of the electronically-created item is not derived from a paper check,
 - 2. The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and
 - 3. A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

"Electronically-created item" means an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not derived from a paper check. "Image Quality Warranty" means our guarantee that the electronic image of the check accurately represents all of the information on the front of the check as of the time the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check. "No Double Debit Warranty" means our guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying

bank, and the drawer. When we transfer an electronic returned check for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner. For purposes of this section 11.a, the term "check" and "electronically created item" includes a Draft.

- b. **Unauthorized Draft.** With respect to each Draft, we:
 - i. Will be deemed to be a collecting bank and not a drawee bank, and
 - ii. Disclaim all liability applicable to a payor bank under the Transfer and Presentment Warranties in Articles 3 and 4 of the UCC.

In the event any Draft paid by you is subsequently determined to be an Unauthorized Draft, we will take any action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights you may have against those prior parties, but we will not be liable to you with respect to the Unauthorized Draft and will not be obligated to take any action with respect to the Unauthorized Draft unless you first indemnify us for all costs, expenses and liabilities, including reasonable attorneys' fees and legal expenses, which we may incur as a result of such action.

- c. **Delayed return.** You are responsible to any party that incurs a loss in connection with a Draft, if:
 - i. The loss is due to a delay in the return of the Draft, and
 - ii. The delay is caused, in whole or in part, by any presentment-related problem resulting from:
 - 1. The failure of any Draft to meet our draft specifications (section 2), or
 - 2. Material appearing on the back of the Draft when it was issued by you including without limitation carbon banks, blacked-out areas and printed or written text or numbers.

12. Anti-money laundering and sanctions controls. While this Service Description is in effect, you will:

- a. Be solely responsible for monitoring, interpreting and complying with all laws, regulations, judicial and administrative decisions, and executive orders that apply to you as a provider of accounts to your customers on which Drafts are issued, including the U.S. anti-money laundering and anti-terrorist financing ("AML") and sanctions laws and regulations;
- b. Maintain policies and procedures to reasonably ensure compliance with applicable provisions of the U.S. AML laws and regulations, including but not limited to the USA PATRIOT Act ("PATRIOT Act"), and regulations promulgated by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury;
- c. Where you qualify under section 314(b) of the PATRIOT Act, maintain an effective notice with FinCEN evidencing your intent to engage in information sharing pursuant to section 314(b) of the PATRIOT Act;
- d. If subject to the PATRIOT Act, maintain policies and procedures that include a risk assessment of its products and services, designate a Board-approved AML Compliance Officer responsible for overseeing the components of the AML Program, and include processes for training, monitoring of Drafts, recordkeeping and reporting;
- e. Provide copies of your policies, procedures and practices designed to comply with this section 12, as we may request from time to time; and (b) upon our request and sole expense, allow us, or our designee, to make such on-site visits to you as we deem necessary or appropriate to review your policies, procedures and practices designed to comply with this section 12; and
- f. Work with us in good faith to minimize the number of on-site visits and to limit the impact of the on-site visits on your business.

13. Survival. Sections 3, 4, 6, 9, 10 and 11 of this Service Description will survive termination of the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

Applicable Law is defined in section 3 of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

Check Issue Data means for any Check or Draft, the complete serial number and numeric amount. If you have elected the Payee Validation service option under the Positive Pay Service, Check Issue Data also includes the payee's name.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Decision Deadline means on any Business Day, (i) for the Positive Pay Service, the time we establish by which you must choose to pay or return each Exception Check, and (ii) for the Reverse Positive Pay Service, the time we establish by which you must choose to edit or return each Check on the Paid Items Report.

Draft means each payable-through draft or third party draft we present to you in accordance with this Service Description and includes an Unauthorized Draft.

Item has the meaning given in the Account Agreement.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Matching Check is a Check presented to us that matches the Check Issue Data you have provided to us.

Obligations means any and all advances, debts, loans, obligations and liabilities that you owe us and our affiliates pursuant to the terms of this Service Description, including any advances we make to the Funding Account pursuant to Section 3 of the Controlled Disbursements Service Description and any advances we make to the Disbursement Account pursuant to Section 4 of the Controlled Disbursements Service Description.

Representatives is defined in section II(f) of the Master Agreement.

Unauthorized Draft means a counterfeit or altered Draft, a reproduction of a duly authorized Draft, a Draft with a forged or other unauthorized signature, or a forged, unauthorized, incorrect or illegible endorsement.



Information Reporting and Image Delivery Service Description

Treasury Management Services



November 8, 2019

Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The service ("Service") covered by this Service Description is:

- Information Reporting and Image Delivery

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the Service),
- b. The Acceptance (which indicates your acceptance of the Service Documentation),
- c. The Master Agreement (which contains terms and conditions applicable to all services),
- d. The Account Agreement governing the Account,
- e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Information Reporting and Image Delivery

1. Description of services.

- a. With this Service we make data regarding transactions and/or images of Items posted to or processed through your Accounts available to you in order to provide you with timely information on your Account activity. We refer to the data and images as "information." The information and reports you can access are described in the User Guide for the Service. If you elect to use the Cash Flow Analysis Service (described further in the User Guide for the Service), you may also manually populate external data you want to view through this Service.
- b. The methods we use to make information available to you (and we may remove or add methods from time to time) include without limitation BAI File Transfer, InfoFax fax/email, SWIFT messaging, ISO 20022 XML transmission, physical media (CD-ROM and DVD), Machine-to-Machine, our CEO portal, and an Application Programming Interface ("API") through the Wells Fargo Gateway.
- c. The Master Agreement (which contains terms and conditions applicable to all services),
 - i. Posted to or processed through the Account,
 - ii. Cashed or collected by us or accepted for deposit to the Account, and
 - iii. Returned unpaid to the Account.

Images of posted paper Items that have been converted to ACH Entries pursuant to the ACH Rules may not be available through this Service.

2. Accuracy of Information.

- a. We will not verify the accuracy or completeness of: (i) information from other financial institutions, (ii) information you manually populate, or (iii) cash forecasting information. Forecasting information is not a guarantee of actual performance.
- b. Account balances and other information that reflect intraday activity on your Account may differ from the available balance as determined under our funds availability policy (as described in the Account Agreement) and by our internal risk parameters.

3. Intentionally Omitted.

4. **Stop payment orders.** If you elect a service option through which you can place stop payment orders, your rights and our obligations regarding any stop payment order will be determined as provided in the Account Agreement.

Glossary

Account means your account(s) with us used in connection with the Services.

Account Agreement means the applicable account agreement governing the Account.

ACH means automated clearing house.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Item is defined in the Account Agreement.

Master Agreement means the Master Agreement for Treasury Management Services.



Stagecoach Sweep@ service description

Treasury Management Services

December, 2021

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Introduction

The Service Documentation contains the terms and conditions governing each service ("Service") that Wells Fargo Bank, N.A. ("Bank") provides to Customer under this Service Description. "Customer" is the Bank customer identified on the Acceptance of Services that is signed when Customer enrolls in the Service ("Acceptance").

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the specific Service),
- b. The Acceptance (which indicates Customer's acceptance of the Service Documentation),
- c. The Master Agreement for Treasury Management Services ("Master Agreement") (which contains terms and conditions applicable to all Services),
- d. The account agreement governing the account(s) (each, an "Account") Customer uses in connection with the Service,
- e. The Product Enrollment Form (which contains set-up information for each Service in which Customer is enrolling), and
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

This Service Description and the Master Agreement are posted on Wells Fargo VantageSM f/k/a Commercial Electronic Office[®] or (CEO[®] ("Vantage"). If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of the Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on Vantage. When required by applicable law, Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

Services

Wells Fargo Stagecoach Sweep[®]

1. Description of Service.

The Service enables Customer to link each domestic demand deposit account Customer enrolls in the Service ("Account") to one of the options described in Section 3 (each, an "Investment Sweep Option"). Customer may also link Customer's Account to Customer's line of credit with Bank ("Credit Sweep Option"), as described in Section 5. At the end of each Business Day, funds are transferred automatically or "swept" from the Account in accordance with Customer's designation(s) in the Acceptance. The amount swept ("Transferable Balance") is the Collected Balance in the Account less the Target Collected Balance. The "Collected Balance" is the amount available for immediate withdrawal from the Account. The "Target Collected Balance" is the amount that Bank and Customer have agreed will be maintained in the Account. A "Business Day" is every day except Saturdays, Sundays, federal holidays and days when the New York Stock Exchange is closed. Customer may access its funds only through the Account(s) it has enrolled in the Service. Circumstances in which the entire Transferable Balance may not be invested are described in Section 4. Additional provisions pertaining to the Investment Sweep Options are set forth in Sections 6 through 10.

2. Authorization.

Customer appoints Bank as its agent to act with respect to the Service and the Investment Sweep Option Customer has elected in the Acceptance.

3. Investment Sweep Options.

Bank offers the following Investment Sweep Options, each of which is subject to Section 4:

- a. Wells Fargo Stagecoach Sweep® Preferred Option. The Transferable Balance will be swept to an omnibus deposit account at Bank ("Preferred Option Account"). Funds belonging to multiple Bank customers are held in this omnibus deposit account. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.
- b. Wells Fargo Stagecoach Sweep® Repurchase Agreement Option with secondary Wells Fargo Stagecoach Sweep® Preferred Option. The Transferable Balance will be swept to the Wells Fargo Stagecoach Sweep® Repurchase Agreement ("Repurchase Agreement") Option. Any portion of the Transferable Balance which is not swept to a Repurchase Agreement will be swept to the Preferred Option Account. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.
- c. Wells Fargo Stagecoach Sweep® Repurchase Agreement Option. The Transferable Balance will be swept to the Wells Fargo Stagecoach Sweep® Repurchase Agreement ("Repurchase Agreement") Option. Any portion of the Transferable Balance not swept to a Repurchase Agreement will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.
- d. Wells Fargo Stagecoach Sweep®, Money Market Mutual Fund (" MMMF ") Option. The Transferable Balance will be transferred to an omnibus deposit account at Bank. At the beginning of the next Business Day, the Transferable Balance will be transferred from the omnibus deposit account at Bank to an omnibus investment account in Bank's name at the custodian of the MMMF. MMMF shares belonging to multiple Bank customers are held in this investment account. Any portion of the Transferable Balance not swept to the MMMF will remain in the Account, and no dividends will accrue on it. If the Collected Balance in the Account on any Business Day is less than the Target Collected Balance, Bank will redeem a sufficient number of Customer's MMMF shares, as determined on the Business Day following the Business Day on which this shortfall occurs, to restore the Collected Balance to the Target Collected Balance. Purchases and redemptions of MMMF shares in connection with this Investment Sweep Option may occur only through deposits to or withdrawals from the Account. This option is available only to entities having a United States presence, as demonstrated by a U.S. mailing address in Bank's records for Customer.

4. Maximum Investment Amount; Transferable Balance not invested; earnings on Investment Sweep Option.

- a. Maximum Investment Amount. If Customer has designated a maximum amount for investment in Customer's Investment Sweep Option ("Maximum Investment Amount"), then the maximum amount invested for Customer on any given Business Day will equal the lesser of the Customer's Transferable Balance or Maximum Investment Amount. Any portion of Customer's Transferable Balance that is not invested pursuant to this Section 4a will remain in the Account and not earn interest.
- b. Transferable Balance not invested. Bank will exercise reasonable efforts to invest the entire Transferable Balance but reserves the right to invest less when Bank determines in its sole discretion that the entire Transferable Balance exceeds the amount Bank is able to invest for Customer in the ordinary course of business. Any Transferable Balance not invested pursuant to this Section 4b will be held in accordance with Customer's Investment Sweep Option.
- c. Earnings on Customer's Investment Sweep Option. Bank will handle any earnings on Customer's Investment Sweep Option in accordance with Customer's separate instructions to Bank.

5. Credit Sweep Option.

At the end of each Business Day, the Transferable Balance will first be applied to the outstanding balance on the line of credit specified by Customer in the Acceptance ("LOC"). Any remaining funds will then be deemed to be the Transferable Balance with respect to the Investment Sweep Option that Customer may have also selected. If the Collected Balance is less than the Target Collected Balance, funds will be advanced from the LOC and credited to the Account. The application of payments to and advances from the LOC are governed by the documents governing the LOC as amended or replaced from time to time (collectively, "Loan Documentation"). Bank may terminate the Credit Sweep Option immediately without notice to Customer if an event of default occurs under the Loan Documentation.

6. Provisions Applicable To Each Investment Sweep Option.

NO EMPLOYEE OR AGENT OF BANK HAS BEEN AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION REGARDING A SWEEP OPTION OTHER THAN THE INFORMATION AND REPRESENTATIONS CONTAINED IN THE SERVICE DOCUMENTATION AND IF SUCH INFORMATION IS PROVIDED OR SUCH A REPRESENTATION IS MADE, IT MAY NOT BE RELIED UPON AS BEING AUTHORIZED BY BANK.



7. Additional Provisions Applicable to Wells Fargo Stagecoach Sweep® Preferred Option.

- a. Interest. Interest will accrue on Customer's Transferable Balance in Bank's Preferred Option Account at a variable rate determined by Bank from time to time in its sole discretion. Accrued interest will be credited to the Account as agreed by Customer and Bank. If Customer has elected to be paid interest on a monthly basis, pending any such payment, interest on Customer's accrued but unpaid interest will accrue and compound daily. For advance information about the interest rate on any given Business Day, Customer may contact its relationship manager at Bank.
- b. Statements. Bank will make a periodic statement available to Customer showing the Account balance for each day in, and the amount of interest earned for, the statement period. Additionally, Customer may elect to receive a daily confirmation showing the Account balance and the amount of interest earned for the preceding day.
- c. Bank fees. Bank reserves the right to assess a monthly deposit balance fee and a monthly recoupment fee on Customer's Customer's average daily Transferable Balance during the statement period. These fees are in addition to Bank's monthly maintenance fee. When Bank assesses the deposit balance fee or the recoupment fee, the amount of each fee will appear on the client analysis statement for Customer's account(s). For more information on the deposit balance fee and the recoupment fee, see Bank's Commercial Account Agreement. Bank reserves the right to change these fees at any time without notice.

8. Additional Provisions Applicable to Wells Fargo Stagecoach Sweep® Repurchase Agreement Option.

THE RATE OF RETURN ON THE REPURCHASE AGREEMENT INVESTMENT IS NOT THE SAME AS THE RATE OF RETURN ON THE UNDERLYING GOVERNMENT SECURITIES. GENERAL BANKING ASSETS MAY BE USED TO SATISFY BANK'S REPURCHASE OBLIGATIONS TO CUSTOMER.

INVESTMENTS IN REPURCHASE AGREEMENTS ARE NOT DEPOSITS, ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION AND ARE NOT GUARANTEED BY THE UNITED STATES GOVERNMENT OR ANY AGENCY OF IT, OR BY BANK, NOR IS BANK'S OBLIGATION TO REPURCHASE CUSTOMER'S FRACTIONAL INTEREST IN ANY SECURITIES ACQUIRED UNDER REPURCHASE AGREEMENTS.

THE REPO SECURITIES MAY OR MAY NOT BE GUARANTEED BY THE UNITED STATES GOVERNMENT BUT ANY SUCH GUARANTY DOES NOT FLOW TO CUSTOMER. ALL SECURITIES CARRY INVESTMENT RISK AND MAY LOSE VALUE.



- a. Purchases and sales. Subject to the limitations described in Section 8b, on each Business Day on which there is a Transferable Balance Bank will sell to Customer an interest ("Fractional Interest") in a pool of securities used by Bank as repurchase agreement collateral ("Repo Securities"), which will be described in a written confirmation to Customer (see Section 8g). Each sale by Bank to Customer is a "Transaction".

Subject to Section 8b regarding purchase increments, the price of Customer's Fractional Interest ("Purchase Price") will equal the Transferable Balance. The Fractional Interest equals a fraction having the Transferable Balance as its numerator and the market value of the Repo Securities owned by Bank on the purchase date as its denominator. At the beginning of the first Business Day following the sale to Customer of a Fractional Interest, Bank will repurchase that Fractional Interest from Customer at (a) the Purchase Price thereof, regardless of any fluctuation in the market value of the Repo Securities, payable immediately, plus (b) a rate of return equal to 1/360 of the Pricing Rate, payable at the time agreed by Customer and Bank. The "Pricing Rate" is a variable rate determined by Bank from time to time in its sole discretion and will be reflected in the confirmation sent to Customer. For advance information regarding the Pricing Rate on any given Business Day, Customer may contact its relationship manager at Bank.

The Service will be governed by all applicable federal and state laws and regulations, including without limitation any requirements applicable to "public funds". Customer represents and warrants to Bank that Customer (i) is authorized pursuant to its governing documents and applicable law to enter into repurchase agreements; (ii) is authorized pursuant to its governing documents and applicable law to invest in the type of securities designated by Bank in connection with Customer's repurchase agreement transactions; and (iii) has obtained all necessary approvals required by its governing documents and applicable law, including but not limited to resolutions of Customer's governing body to enroll in this Repurchase Agreement option.

- b. Purchase increments. To avoid odd lot purchases of Repo Securities, Bank may require that Transferable Balances be used to purchase Customer's Fractional Interest in increments of \$100 (with any unused Transferable Balance remaining in the Account).
- c. Holding of securities. On the date that Bank repurchases Customer's Fractional Interest, any Repo Securities designated to Customer as collateral will be released to Bank's account. Bank acts as Customer's agent and in the event of default (i.e., Bank failure), Customer has the right to direct Bank to sell the Repo Securities and apply the proceeds in satisfaction of Bank's obligations to Customer under this Repurchase Agreement Option.
- d. Right of substitution. Bank will not have any right of substitution with respect to the Repo Securities.
- e. Margin. Because all repurchase transactions under the Investment Sweep Option are overnight securities transactions backed by the federal government or federal agency securities in which Bank has an interest, Bank will not be required to maintain margin (instead, Customer will have the security interest described in Section 10b). In addition, because Customer will purchase its Fractional Interest from Bank using the Transferable Balance, and only if a Transferable Balance is available on any given Business Day to execute such transaction, Customer will not be required to maintain margin.

- f. Pledge of securities. Although the Repo Securities may be guaranteed as to principal and interest by the federal government or by the issuing federal agency, any such guarantee runs only to Bank by virtue of its direct ownership of the Repo Securities and does not extend to Customer as a Fractional Interest holder. To collateralize Bank's repurchase obligation, a security interest in certain Repo Securities is transferred to Customer. This security interest is described in Section 1Ob. In addition, the market value of the Repo Securities may fluctuate rendering liquidation insufficient to fulfill the Bank's entire obligation to Customer in a default situation. If the liquidation value of the Repo Securities is insufficient for full reimbursement, or if another creditor successfully claims rights to the securities, then Customer will have to look to other assets of Bank as an unsecured general creditor for repayment of any uncovered portion of the repurchase obligation.
- g. Confirmations and statements. Bank will make a daily confirmation available to Customer showing Customer's principal sweep amount, purchase date, repurchase date, Fractional Interest, market price and the CUSIP number(s) of the Repo Securities, and accrued rate of return credited for the preceding Business Day. The confirmation, together with the Service Documentation, will constitute conclusive evidence of the terms agreed between Customer and Bank with respect to the transaction to which the confirmation relates, unless with respect to the confirmation specific objection is made promptly after receipt thereof. In the event of a conflict between a term of the confirmation and the Service Documentation, the confirmation will control. Bank will also make a periodic statement available to Customer showing the Account balance for each day in, and the amount of interest earned for, the statement period.
- h. Additional disclosures.
 - i. Customer and Bank recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).
 - ii. It is understood that either party's right to liquidate Repo Securities held for in connection with Transactions hereunder or to exercise any other remedies hereunder is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended
 - iii. Customer and Bank agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).
 - iv. In the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder.
 - v. In the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder.
 - vi. In the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

9. Additional provisions applicable to Wells Fargo Stagecoach Sweep[®], Money Market Mutual Fund Option.

MONEY MARKET MUTUAL FUNDS (EACH, A "MMMF") ARE NOT FDIC INSURED, HAVE NO BANK GUARANTY AND MAY LOSE VALUE.

AN INVESTMENT IN A MMMF IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY. ALTHOUGH

MMMFs SEEK TO PRESERVE THE VALUE OF CUSTOMER'S INVESTMENT AT \$1.00 PER SHARE, IT IS POSSIBLE TO LOSE MONEY BY INVESTING IN A MMMF.

FOR MORE INFORMATION REGARDING ALLSPRING FUNDS INCLUDING THE MMMF OPTION CUSTOMER SELECTED, OBTAIN A CURRENT PROSPECTUS BY CALLING 1-800-260-5969, OR BY VISITING www.allspringglobal.com. CONSIDER THE INVESTMENT OBJECTIVES, RISKS, CHARGES AND EXPENSES OF THE INVESTMENT CAREFULLY BEFORE INVESTING. THIS AND OTHER INFORMATION ABOUT ALLSPRING FUNDS CAN BE FOUND IN A CURRENT PROSPECTUS. PLEASE READ IT CAREFULLY BEFORE INVESTING.

ALLSPRING FUNDS MANAGEMENT, LLC, A WHOLLY OWNED SUBSIDIARY OF ALLSPRING GLOBAL INVESTMENTS HOLDINGS, LLC ("ALLSPRING GLOBAL"), PROVIDES INVESTMENT ADVISORY AND ADMINISTRATIVE SERVICES FOR THE ALLSPRING FUNDS. OTHER SUBSIDIARIES OF ALLSPRING GLOBAL PROVIDE SUB-ADVISORY AND OTHER SERVICES FOR THE FUNDS. THE FUNDS ARE DISTRIBUTED BY ALLSPRING FUNDS DISTRIBUTOR, LLC, MEMBER FINRA/SIPC, A SUBSIDIARY OF ALLSPRING GLOBAL.

S



- a. **General.** If Customer has elected the MMMF Investment Sweep Option, then it acknowledges receiving a copy of the prospectus relating to MMMF shares that will be purchased using this Investment Sweep Option. This prospectus forms part of the Service Documentation and will control over the other Service Documentation with respect to the MMMF shares.
- b. **Purchase of shares.** Bank will transfer funds to purchase shares of the MMMF at their net asset value ("NAV") as determined on the Business Day following the transfer of Customer's Transferable Balance to the omnibus deposit account at Bank. Customer's shares of the MMMF ("Investment Balance") will be held in Bank's name, as agent on behalf of all of its customers invested in the MMMF, in an omnibus investment account at the custodian for the MMMF. Customer's funds held in the omnibus deposit account at Bank are eligible for FDIC insurance; Customer's Investment Balance is not FDIC insured.
- c. **Statements.** Bank will make a periodic statement available to Customer showing the Investment Balance and Customer's purchases and redemptions of MMMF shares during the statement period. Customer may also telephone Bank at its customer service number (1-800-289-3557) to determine the Investment Balance as of the close of the previous Business Day.
- d. **Termination, suspension of Service.** Customer's investment in the MMMF shares will be credited by Bank to the Account within three Business Days from Bank's (i) receipt of a notice from Customer to Bank terminating the Service or (ii) suspension of the Service, on the closing price of the Business Day on which Customer's MMMF shares are sold. Accrued dividends attributable to the period when the Investment Sweep Option was in effect will be paid no later than the fifth Business Day of the month following the last month that the Investment Sweep Option was in effect.
- e. **Shareholder communications.** All shareholder communications with respect to the MMMF will be forwarded to Customer's current address as shown on Bank's records.
- f. **Dividend accruals.** Daily dividend accruals are based on the Investment Balance at the end of each day. If Customer's Account is credited for a MMMF redemption on a day preceding a non-Business Day, the redemption amount will be subtracted from the Investment Balance before the non-Business Day dividend accruals are calculated.

10. FDIC disclosures.

FDIC regulations require all insured depository institutions to disclose in writing to sweep account customers whether funds in a sweep account are deposits within the meaning of 12 U.S.C. 1813(1) and, if the funds are not deposits, the status such funds would have if the depository institution failed.

- a. Wells Fargo Stagecoach Sweep® Preferred Option. Funds held on Customer's behalf in Bank's Preferred Option Account are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits.
- b. Wells Fargo Stagecoach Sweep® Repurchase Agreement Option. Customer's Fractional Interest is not a deposit. The Repurchase Agreement Option meets the FDIC's requirements for a properly executed repurchase agreement. If Bank were to fail, Customer's funds used to purchase Customer's Fractional Interest would not be eligible for FDIC insurance. The FDIC would treat Customer as a secured creditor to the extent of the then-current value of Customer's Fractional Interest and as an unsecured general creditor to the extent the Purchase Price exceeded the then-current value of Customer's Fractional Interest.

Wells Fargo Stagecoach Sweep® Money Market Mutual Fund Option. Funds held on Customer's behalf in the omnibus deposit account are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits. Customer's MMMF shares held in the omnibus investment account at the custodian of the MMMF are not deposits and will not be eligible for FDIC insurance. Customer is the owner of its MMMF shares.

- c. Wells Fargo Stagecoach Sweep® Money Market Mutual Fund Option. Funds held on Customer's behalf in the omnibus deposit account are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits. Customer's MMMF shares held in the omnibus investment account at the custodian of the MMMF are not deposits and will not be eligible for FDIC insurance. Customer is the owner of its MMMF shares.



Treasury Management Product Enrollment

Customer Information

Customer name _____ CEO Company ID _____

Street address _____

City _____ State _____ ZIP _____

Country name _____ Country Code (if applicable) _____

Primary contact _____ Phone _____

Email address _____ Fax _____

CEO® Users Set-up

User name	User ID (if existing)

Select one or more *CEO* Products for the user(s) listed above:

Treasury Management Products Not in Administration:

- Autolink
- Electronic Document Delivery
- Receivables Manager
- Reverse Positive Pay
- Wells Fargo Business Online
- Bill Manager
- Invoice Manager
- Retail Lockbox Image Archive
- Sweep and Fed Funds - Statements and Confirmation

Treasury Management Products in Administration:

- ACH Payments1 User
- ACH Fraud Filter
- ARP Register Maintenance
- Canadian Treasury Services
- Cash Vault
- Change Orders Inquiry
- Centralized Disbursements
- Claims Payments
- Deposit Maintenance
- E-Box Decisioning
- Image
- ACH Payments1 Administrator
- Alerts
- Basic Banking
- Cash Concentration
- Change Orders
- Supply Order (specify):
- Centralized Disbursements - Clients
- Deposit Inquiry
- Desktop Deposit
- Fed Funds
- Image Positive Pay

- Item Detail Inquiry Service
- Lockbox Correspondence
- Payment Manager File Validation Tool
- SAFE Transmission
- Supplier Payments
- Treasury Information Reporting

- Lockbox
- Payment Manager Online
- Returned Items
- Statements and Notices²
- Transaction Search
- WellsTAX[®].

Accounts: _____

ACH IDs (File ID/Company ID): _____

1 This only covers giving users access to the high level product in the CEO and the ACH application. Additional approval is required to set up detailed product entitlement within the ACH application.
2 Includes the following: Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices

Internal Bank use only

Does the customer have Administration, or is it included in the current request? Yes No

CEO[®] Users Set-up

User Name	User ID (if existing)

Select one or more CEO Products for the user(s) listed above:

- ACH Payments' User ACH Payments' Administrator ACH Fraud Filter Cards' Payment Manager Online
- Other Treasury Management Products not in Administration'

Cash Vault (specify): Deposit Inquiry Change Orders Inquiry Change Orders Supply Order

Accounts: _____

ACH IDs (File ID/Company ID): _____

1 This only covers giving users access to the high level product in the CEO and the ACH application. Additional approval is required to set up detailed product entitlement within the ACH application.
2 Recognition Card.
3 Auto/ink, Bill Manager, Document Retrieval, Electronic Document Delivery, Invoice Manager, Payment and Delivery Preferences, Receivables Manager, Retail Lockbox Image Archive, Reverse Positive Pay, Sweep & Fed Funds - Statements & Confirmations, & Wells Fargo Business Online (Single Sign On).
4 Alerts, ARP Register Maintenance, Basic Banking, Canadian Treasury Services, Cash Concentration, Centralized Disbursements, Centralized Disbursements- Clients, Claims Payments, Deposit Maintenance (Smart Decision), Desktop Deposit, E-Box Decisioning, Fed Funds, Image, Image Positive Pay, Item Detail Inquiry Service, Lockbox, Lockbox Correspondence, Payment Manager File Validation Tool, Returned Items, SAFE Transmission, Statements & Notices (Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices), Supplier Payments, Transaction Search, Treasury Information Reporting, & WellsTAX[®].

INTERNAL BANK USE ONLY

Does the customer have Administration, or is it included in the current request? Yes No

RSA SecurID Token Request Set-up

Please complete the information below to manage RSA SecurID Tokens for Company and Users

RSA Secur/0 tokens are mailed to Company Administrators. If the Company Administrator's mailing address is different than the address listed above in the Customer Information section, please indicate the correct mailing address below:

Company Administrator name	_____	Phone number	_____
Street Address (tokens cannot be shipped to post office boxes):	_____	City	_____
	_____	State	ZIP _____

For new users

- *New token:* To order a token for the first time for a user.
- *Assign token:* To assign a token to a new user from the supply of tokens accumulated in your Company Token Pool.

For users who have a token today (to request changes for existing users):

- *Replace token:* To order a replacement token for an existing user if there are no tokens available in the Company Token Pool.
- *Assign token:* To assign a token to a new user from the supply of tokens available in your Company Token Pool.
- *Un-assign token:* To remove a token from a user and return the token to you Company Token Pool for reassignment. Please begin collecting and securely retaining unassigned tokens instead of discarding them.
- *Delete token:* To delete a token completely. This option will remove the token from a user and your Company Token Pool. Once a token is deleted, it can no longer be reused and should be discarded. Follow your locale-waste disposal regulations to dispose of old tokens.

User Name# 1 _____	User ID (for existing CEO®users) _____
Token Serial#* _____	ACH Payments Admin <input type="radio"/> Yes <input type="radio"/> No
New User	<input type="radio"/> New token <input type="radio"/> Assign token*
Existing User (Select one box only)	<input type="radio"/> Replace token <input type="radio"/> Assign token* <input type="radio"/> Un-Assign token* <input type="radio"/> Delete token*

CEO® Administration Set-up

Type of Request - Select request type with corresponding start date.

New Change (Make selections only for options that should change) Start Date: _____

Company Administrator - Complete applicable fields.

Company Administrators automatically gain access to all Administration functions. If selecting Administrator you will need to specify the detailed Administration functionality that should be entitled.

A minimum of two (2) Company Administrators is required for Dual Custody.

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized *Commercial Electronic Office®(CEO®)* portal services.

Company Administrator Name	Email address	Token Serial Number (If reassigning existing token from token pool)	User ID (if existing)

Administrators

You will need to specify the detailed Administration functionality that should be entitled to an Administrator level user.

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized *Commercial Electronic Office®(CEO®)* portal services.

Administrator#1 Detailed Setup - Complete applicable fields

Administrator name	Email address	Token Serial Number (If reassigning existing token from token pool)	User ID (if existing)

User Administration Options

- User Maintenance
 Administrator Maintenance
 Reset Password

If granting User Maintenance or Reset Password which users can the Administrator view and manage?

- All Users
 Specific Users

List User names or User IDs _____

If granting User Maintenance which CEO Services can the user administer?

- All CEO Services
 Specific CEO Services

CEO Services: _____

If granting User Maintenance which Accounts can the user administer?

- All Accounts
 Specific Accounts

Accounts: _____

If granting User Maintenance which ACH IDs can the user administer?

- All ACH IDs
 Specific ACH IDs

ACH IDs: _____

WellsOne® Commercial Card use only

- All Divisions
 Specific Divisions

List Divisions that can be administered.

Company Administration Options

- Manage User Defined Lists
 All User List
 Specific User List:

Specify User List(s) that can be administered.

- All Account List
 Specific Account List:

Specify Account List(s) that can be administered.

- Manage Company Dual Custody settings
 Manage Account nicknames
 Manage ACH Custom names
- Access to Administration Reports
 Manage tokens

Company Service Options

- Manage Company Alerts settings
- Manage Company Wires settings

- Manage Company Statement & Notices settings

Custody Option

Single Custody - Non-Standard Administration Procedure - Customer has declined to use dual custody, which is part of Bank's standard CEO®Administration procedures. With dual custody, an authenticated second user approves select high-risk activities. Customer has instead elected to use single custody. Customer acknowledges the significantly reduced security, and recognizes the risks and losses that may materialize as a result of its decision to use single custody.

Dual Custody - Bank's standard CEO Administration procedures also include dual custody for select, high-risk activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Forced Dual Custody - By selecting this option, you agree that Wells Fargo will control the dual custody settings for all products and transactions initiated in the CEO Administration service. You will not be able to change the dual custody settings in Administration, as these may only be modified by contacting your bank representative.

Customized Forced Dual Custody - By selecting this option, you agree to work with your banker to customize your dual custody preferences and select the Administration transactions that will require dual custody. Once these customizations have been established you will not be able to modify or remove them through the CEO Administration service, as they may only be changed by contacting your banker. If you enroll in a new CEO product, it will not automatically be placed in dual custody, unless you contact you bank representative.

Customized Forced Dual Custody Settings - Select the products you would like under dual custody in the CEO Administration service. Only select products for which your company is enrolled. Additionally, specify the CEO Administration service functions you would like under dual custody.

Product	Custody setting	
ACH Payments (incl. Domestic and International)	<input type="radio"/> Forced Dual Custody	<input type="radio"/> Single Custody
Administration	<input type="radio"/> Forced Dual Custody	<input type="radio"/> Single Custody
Alerts	<input type="radio"/> Forced Dual Custody	<input type="radio"/> Single Custody
Basic Banking	<input type="radio"/> Forced Dual Custody	<input type="radio"/> Single Custody
Canadian Treasury Solutions	<input type="radio"/> Forced Dual Custody	<input type="radio"/> Single Custody
Cash Concentration	<input type="radio"/> Forced Dual Custody	<input type="radio"/> Single Custody
Centralized Disbursements	<input type="radio"/> Forced Dual Custody	<input type="radio"/> Single Custody
Centralized Disbursements - Clients	<input type="radio"/> Forced Dual Custody	<input type="radio"/> Single Custody
Claims Payments	<input type="radio"/> Forced Dual Custody	<input type="radio"/> Single Custody
Credit Management	<input type="radio"/> Forced Dual Custody	<input type="radio"/> Single Custody
Dealer Inventory Finance	<input type="radio"/> Forced Dual Custody	<input type="radio"/> Single Custody
Deposit Maintenance	<input type="radio"/> Forced Dual Custody	<input type="radio"/> Single Custody
Derivatives Access	<input type="radio"/> Forced Dual Custody	<input type="radio"/> Single Custody
Desktop Deposit®	<input type="radio"/> Forced Dual Custody	<input type="radio"/> Single Custody
E - Box® Decisioning	<input type="radio"/> Forced Dual Custody	<input type="radio"/> Single Custody
Fed Funds	<input type="radio"/> Forced Dual Custody	<input type="radio"/> Single Custody
Foreign Exchange	<input type="radio"/> Forced Dual Custody	<input type="radio"/> Single Custody

Product	Custody setting	
Fraud Manager:		
ACH Fraud Filter	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
ARP Register Maintenance	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Image Positive Pay	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Image	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Institutional Investing - Reporting	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Item Detail Inquiry Service	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Lockbox	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Payment Manager®	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Returned Items	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
SAFE Transmission	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Statements & Notices	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Supplier Payments	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Transaction Search	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Treasury Information Reporting	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Warehouse Lending Finance	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
WFED SM - Wells Fargo Electronic Deposit SM	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Wells Capital Management	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
WellsOne® Virtual Card Payments	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
WellsTAX® Payments	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Wells Fargo Business Online®	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Wires	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Administration settings	Custody settings	
Add/Edit User	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Password reset	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Hide Secret Question and Answer	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Wires limits and authorizations	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody
Desktop Deposit Company preferences	<input checked="" type="checkbox"/> Forced Dual Custody	<input checked="" type="checkbox"/> Single Custody

CEO® Wires Set-up

New

Change

Company Authorization - (For existing CEO Wires customers, only complete values in this section if an update is requested. For New requests confirm and update all fields in this section.)

Cumulative Funds Transfer Daily Limit (Default - 0)	Duplicate Check Number Of Days (Default - 10)	Default Wire Fee Assignment (select one)
\$ _____	<input type="text"/>	<input type="radio"/> Shared (Default) <input type="radio"/> Beneficiary <input type="radio"/> Originator
Value Date Roll Forward	File Import (File Import and Payment Manager Import)	Get Rate
<input type="radio"/> Yes <input checked="" type="radio"/> No (Default)	<input checked="" type="radio"/> Yes (Default) <input type="radio"/> No	<input checked="" type="radio"/> Yes (Default) <input type="radio"/> No
Additional Approver Limits (Optional)		
<input checked="" type="radio"/> Wires \$ _____	<input type="radio"/> Book Transfer \$ _____	<input type="radio"/> Drawdown \$ _____

Complete the following regarding Funds Transfer Information for specific payment types - (For new and existing CEO Wires customers, only complete values in this section if an update is requested. For New requests; at least one (1) Wire Type must be selected).

Wire Type	Services allowed	Number of Verifiers for Templated Wires (default is 1)	Numbers of Verifiers for Freeform Wires (default is 1)
Wire Transfers (Domestic, International, and Federal Tax Payment)	<input type="radio"/> Templated Only <input type="radio"/> Freeform Only <input type="radio"/> Templated and Freeform	N/A- No Change	N/A- No Change
Drawdown	<input type="radio"/> Templated Only <input type="radio"/> Freeform Only <input type="radio"/> Templated and Freeform	N/A- No Change	N/A- No Change
Book Transfer	<input type="radio"/> Templated Only <input type="radio"/> Freeform Only <input type="radio"/> Templated and Freeform	N/A- No Change	N/A- No Change
Template Maintenance	Not Applicable	N/A- No Change	Not Applicable

Account Authorization - Account Services Limits

(For existing CEO Wires customers, only complete values in this section if an update is requested. For New customers at least one (1) account in this section is required).

Account number	Cumulative Daily Limit	Associated application
\$ _____		<input type="radio"/> Wires <input type="radio"/> Drawdowns <input type="radio"/> Book Transfers <input type="radio"/> Template Maintenance
\$ _____		<input type="radio"/> Wires <input type="radio"/> Drawdowns <input type="radio"/> Book Transfers <input type="radio"/> Template Maintenance
\$ _____		<input type="radio"/> Wires <input type="radio"/> Drawdowns <input type="radio"/> Book Transfers <input type="radio"/> Template Maintenance

Company Default Settings (optional User Limits)

For companies choosing to utilize Company Default User Settings (Default User Limits); complete all fields to specify optional default limits for users. Enter User information below and select the Use Company Default Limit checkbox.

Application type	Individual Create/Modify/Delete Limit	Cumulative Daily Create/Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit
Wire Transfers				
Drawdown				

Application type	Individual Create/Modify/Delete Limit	Cumulative Daily Create/Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit
Book Transfer				
Template Maintenance	_____	_____	_____	_____

User # 1 Information - Complete all fields

User name _____ User ID (if CEO user) _____

User Settings

(For new and existing CEO Wires customers, only complete values in this section if an update is requested. For New customers without Administration; at least one (1) user in this section is required. Note: For customers in dual custody without Administration at least two (2) users are required.)

Get rate			File Import			
OYes			OYes			
Services	Type Allowed	Individual Create/Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit	Additional Approver Limit*	Cumulative Create/Modify/Delete Limit
Wire Transfer	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform					
Book Transfers	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform					
Drawdowns	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated and Freeform					

User Account Authorizations - Provide account number and funds transfer service authorization type.

Account Number		Account Number	
Wires	<input type="checkbox"/> Create/Modify/Delete <input type="checkbox"/> Approve/Reject	Wires	<input type="checkbox"/> Create/Modify/Delete <input type="checkbox"/> Approve/Reject
Book Transfers	<input type="checkbox"/> Create/Modify/Delete <input type="checkbox"/> Approve/Reject	Book Transfers	<input type="checkbox"/> Create/Modify/Delete <input type="checkbox"/> Approve/Reject
Drawdowns	<input type="checkbox"/> Create/Modify/Delete <input type="checkbox"/> Approve/Reject	Drawdowns	<input type="checkbox"/> Create/Modify/Delete <input type="checkbox"/> Approve/Reject
Template Maintenance	<input type="checkbox"/> Create/Modify/Delete <input type="checkbox"/> Approve/Reject	Template Maintenance	<input type="checkbox"/> Create/Modify/Delete <input type="checkbox"/> Approve/Reject

Voice Wires Set-up

Type of request: New Update existing information Delete existing information

Account numbers (list accounts to be debited for each wire transfer)

- 1) _____ 2) _____ 3) _____
 GIL DDA GIL DDA GIL DDA

Advice information (additional fees apply for these services)

For fax or email notification on intraday wire activity use the InfoFax setup form.

Mail Advice (this paper-based service is no longer available to add) **D** Delete Mail Advice

Mailing address for PINs (if blank, items will be mailed to address on primary statement mailing address)

Mail PINs to:

Authorized callers (people authorized to initiate wires)

\$ Limit = Use "N" if unlimited. The limit applies to all functions unless noted otherwise. If no limit is noted we will set the limit as unlimited.

Initiation Type= If no Initiation Type is noted, we will set the individual up for both Repetitive and Non-Repetitive Wire Initiation. Complete by checking appropriate box: R=Repetitive / B=Both Repetitive and Non-Repetitive.

Authorized callers First and Last name	\$ Limit	Phone number including area code	Initiation type
			<input type="checkbox"/> R <input type="checkbox"/> B

Alternate Account to be charged for wire fees

List account only if wire fees are to be assessed to this account. (Alternate account to be charged must be an Analyzed account. Not available to Retail customers.)

DOA AU and G/L _____

Optional Verify Callback Service (does not apply to repetitive wires)

Selecting this fee-based service requires a minimum of two persons with wire transfer authority because the initiator of a wire cannot also approve the wire. If the form does not indicate an Authorized Approver other than the initiator, the optional Verify Callback Service cannot be provided.

Authorized Approvers First and Last name	\$ Limit	Phone number including area code

Payment Authorization Service

This service is part of, and will be subject to the terms and conditions stated in the Commercial Account Agreement ("Agreement"). This set-up form supersedes any and all prior payment authorization service forms set up on the referenced account numbers.

Termination: The Service(s) may be immediately terminated by you or us at any time with or without cause by giving written notice to the other party.

Type of request - Select request type. (Refer to the reference guide for complete instructions.)

<p>D Account-specific Request</p>	<p>Add Payment Authorization Service features checked below to all existing Subaccounts listed under the Master Account- NOTE: Must attach subaccount list. Does not apply to Maximum Check Amount Authorized Payment Service.</p>	<p>Blanket Company Level Approval - Checking this box covers all future accounts and/or subaccounts owned by the specified legal entity. (A separate form must be completed for each legal entity.)</p>
--	---	--

For Account-specific requests, enter individual account number or Master account number. Does not apply to Blanket Company Level Approval and do not list all Subaccounts.

Maximum Check Amount Authorized Payment Service (not available in conjunction with Positive Pay or Perfect Presentment)

Service: Under the Maximum Check Amount Authorized Payment Service (the "Service") we will automatically (without your specific approval) return unpaid (marked "REFER TO MAKER") checks presented to us drawn against your account specified below which exceeds the Maximum Dollar Authorized Payment Amount specified below:

Check one: <input type="checkbox"/> Add service <input type="checkbox"/> Change amount <input type="checkbox"/> Delete service Maximum Dollar Authorized payment amount: _____ Account Number(s): _____
--

Maximum Check Cashing Amount Authorized Payment Service (not available in conjunction with Positive Pay or Perfect Presentment)

Service: Under the Maximum Check Cashing Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below which exceed the Maximum Check Cash Amount specified below:

Check one: Add service Change amount Delete service

Maximum Dollar Authorized payment amount: _____

Account Number(s): _____

Maximum Over the Counter Amount Authorized Payment Service

Service: Under the Maximum Over the Counter Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse withdrawal requests presented to us through our branch/store network drawn against your account specified below which exceeds the Maximum Over the Counter Withdrawal Amount specified below

Check one: Add service Change amount Delete service

Maximum Over the Counter Withdrawal: _____

Account Number(s): _____

Checks to Individuals Authorized Payment Service

Service: Under the Checks to Individuals Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below for any item made payable to an individual.

Check one: Add service Delete service

Account number(s): _____

Customer Legal Entity information

The enrollment contains ACH, Wire, or Sweep services the following Customer Entities:

<u>Customer Legal Entity name(s)</u>	<u>Entity ID type</u>	<u>Entity ID</u>
	Select One	

Designation of Wells Fargo Stagecoach Sweep® Option

Customer DDA(s)

Statements and/or Confirmations will be sent to Customer by electronic means unless otherwise requested by Customer. Electronic means include Bank's Commercial Electronic Office®, facsimile and/or Secure E-Mail.

The Wells Fargo Stagecoach Sweep® Service Description can be viewed by pasting this link into an internet browser window: https://wellsfargo.com/ceopub/assets/pdf/stgcoach-swp/Stagecoach_Sweep_Service_Description.pdf

Investment Sweep

Customer elects the Wells Fargo *Stagecoach Sweep* Preferred Option.

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option with secondary Wells Fargo *Stagecoach Sweep*, Preferred Option.

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option.

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Purchased Agreement Option. (Correspondent Bank Only)

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Sold Agreement Option. (Correspondent Bank Only)

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Purchased and Sold Agreement Option. (Correspondent Bank only)

Add Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Money Market Mutual Fund Sweep

Customer elects the Allspring Treasury Plus Money Market Fund - Class A - Fund 453 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF- Service Class - Fund 454 Option.

Add Change

Target Balance: _____

Customer elects the Allspring 100% Treasury Money Market Fund - Service Class - Fund 8 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Government MMMF Admin Class - Fund 947 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Government MMMF Institutional - Fund 1751 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Government MMMF Select Class - Fund 3802 Option.

Add Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF Institutional - Fund 793 Option.

Add Change

Target Balance: _____

Credit Sweep

Customer elects Bank's Credit Sweep Option.

Add Change

Target Balance: _____

Obligor # (if applicable): _____

Loan# (Obligation): _____

Wire Transfer Services - Security Procedure Elections

For detail on the Security Procedure for an applicable initiation method, refer to the language in the Treasury Management Security Procedures Reference Guide. The Initiation Method(s) and Security Procedure(s) Customer has elected for Wire Transfers are:

Commercial Electronic Office® (CEO®)

Dual Custody

The CEO portal is our electronic banking portal that is accessed through the internet. The CEO portal security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. We will use the CEO security procedures to authenticate each Payment Order received through the CEO portal in your name. Our recommended CEO security procedures also include dual custody for select, high-risk wire activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Single Custody

The CEO portal is Bank's electronic banking portal that is accessed through the Internet. The CEO security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended CEO security procedures include dual custody for select, high-risk wire activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk wire transfer activities. Instead, a single-use code is sent to an enrolled telephone number to confirm a high-risk wire transfer activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

Payment Manager®

Secure Application File Exchange Transmission ("SAFE-T")

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that we use to authenticate each Payment Order transmitted to us in your name.

Machine-to-Machine ("M2M")

This transmission method uses an XML message interface that is based on the Interactive Financial exchange (IFX) message standard using SOAP structured messages. Data is communicated via the internet using 128-bit encryption and Secure Socket Layers (SSL). We use digital certificates to authenticate each Payment Order transmitted to us in your name.

IBM® Connect:Direct® with Secure Plus+

Secure Plus+ is an add-on to Connect Direct® to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc., an IBM Customer.

Value-Added Network ("VAN")

With this transmission method, a third party serves as an intermediary for transmitting data between you and us. Procedures for transmitting Payment Orders may vary by VAN. We follow the procedures of the VAN selected by you to authenticate each Payment Order transmitted to us through the VAN in your name.

Wells Fargo Gateway (API)

Through The Wells Fargo Gateway, you (i) access our Application Programming Interface ("API") to securely request that we execute Payment Orders your behalf, and (ii) receive periodic updates from us as we process Payment Orders for you. The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system.

The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to issue Payment Orders and receive periodic updates via the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Voice

Our voice initiation security procedure consists of confirming that the personal identification number ("PIN") accompanying a Payment Order corresponds with a valid PIN assigned to you for voice-initiated Payment Orders. "Payment Order" is defined in the Wire Transfer Service Description.

i. **Telephone Verification Service.** If we receive a voice-initiated, non-repetitive Payment Order that exceeds the applicable pre-designated limit, we will make one attempt to telephone person(s) designated by you on your most current setup form in our records to verify the Payment Order. If we are unable to complete the call, we will not process the Payment Order.

SWIFT®

SWIFT has established procedures for controlling access to SWIFT messaging services (each, an "Access Control") that may include without limitation access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Payment Orders based on SWIFT message type prior to accepting them for routing as SWIFT messages (each, an "Authenticated Message"). This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time (each, an "Authentication Procedure").

ACH Origination Services - Security Procedure Elections

For detail on the Security Procedure for an applicable initiation method, refer to the language in the Treasury Management Security Procedures Reference Guide. The Initiation Method(s) and Security Procedure(s) Customer has elected for ACH are:

Commercial Electronic Office® (CEO®) - Dual Custody

The CEO portal is our electronic banking portal that is accessed through the internet. The CEO portal security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. Our recommended CEO security procedures also include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Dual Custody with User Approve Own Entitlements

The CEO portal is Bank's electronic banking portal that is accessed through the Internet. The CEO security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended CEO security procedures include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

When you declines to use full dual custody and elects to use dual custody at a company level with an option that allows designated users to use single custody, the security procedure would be as follows: With dual custody with "User Approve Own Entitlements," designated users are permitted to use single custody. For these designated users, there is no secondary approval for any high-risk ACH activities. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to not use full dual custody with all users and instead permit designated users to use single custody under "User Approve Own Entitlements."

Commercial Electronic Office® (CEO®) - Single Custody

The CEO portal is Bank's electronic banking portal that is accessed through the Internet. The CEO security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended CEO security procedures include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk ACH activities. Instead, a single-use code is sent to an enrolled telephone number to confirm a high-risk ACH activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

Direct Origination - Secure Application File Exchange Transmission ("SAFE-T")

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Direct Origination - IBM® Connect:Direct® with Secure Plus+

Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM Company.

Direct Origination - SWIFT® FileAct

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

Direct Origination - E-Bill Express

Wells Fargo Gateway (API)®

Through the Wells Fargo Gateway, you access our Application Programming Interface ("API") to securely request that we originate ACH credit and/or debit Entries on your behalf, and receive periodic updates from us as we process ACH Entries for you. "Entry", "Entries" and "Files" are each defined in the Nacha Operating Rules (and any applicable local ACH rules).

The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system. The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to request ACH origination and receive periodic updates via the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Payment Manager®- Secure Application File Exchange Transmission ("SAFE-T")

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Payment Manager® - Machine-to-Machine ("M2M")

This transmission method may use an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages or other formats and protocols such as JSON and REST. Data is communicated via the internet using 128-bit encryption and Secure Socket Layers (SSL).

Payment Manager® - IBM® Connect:Direct® with Secure Plus+

Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM company.

Payment Manager® - Value-Added Network ("VAN")

With this transmission method, a third party serves as an intermediary for transmitting data between you and us. Procedures for transmitting Payment Orders may vary by VAN. We follow the procedures of the VAN selected by you to authenticate each File transmitted to us through the VAN in your name.

Payment Manager® - SWIFT FileAct

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

Third Party Service Provider

If you are utilizing a Third Party Service Provider ("TPSP") as defined in the ACH Rules to originate Entries and Files on your behalf, we will authenticate each File transmitted to us in your name in accordance with the security procedure your TPSP has elected. You will notify us of any change to your TPSP in a manner affording us a reasonable opportunity to act on the information.

Third Party Service Provider: _____

Contact Person: _____

Telephone: _____ Fax: _____

RTP Services

The Initiation Method(s) and Security Procedure(s) Customer has elected for RTP are:

Wells Fargo Gateway (API)®

Through The Wells Fargo Gateway, you access our Application Programming Interface ("API") to securely (i) request that we execute RTP Payment Orders and RTP Messages on your behalf, and (ii) receive periodic updates from us as we process RTP Payment Orders and RTP Messages for you.

The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system. The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to issue RTP Payment Orders and RTP Messages and receive periodic updates via the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Bill Manager Service

The Initiation Method and Security Procedure Customer has elected for Bill Manager is:

Commercial Electronic Office® (CEO®)

The CEO portal is our electronic banking portal that is accessed via the internet. The CEO portal security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. The Bill Manager platform also requires entry of a one-time passcode provided via text message or an automated phone call to verify the device used to initiate the funds transfer.

E-Bill Express Service

The Initiation Method and Security Procedure Customer has elected for E-Bill Express is:

Bill File Inbound - SAFE-T

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

AR File Outbound - SAFE-T

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

CEO® EDD, Electronic Document Delivery Set-up - For Company and Customer(Biller) ID

Type of request	Customer (Biller) ID <i>(must be associated with the CEO Company ID)</i>	CEO User name	CEO User ID	Role (select one)
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize <input type="checkbox"/> Customer (Biller) Administrator

Type of request	Customer (Biller) ID <i>(must be associated with the CEO Company ID)</i>	CEO User name	CEO User ID	Role (select one)
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize customer (Biller) <input type="checkbox"/> Administrator
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize customer (Biller) <input type="checkbox"/> Administrator
<input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete				<input type="checkbox"/> View only (default) <input type="checkbox"/> View and Authorize customer (Biller) <input type="checkbox"/> Administrator

Zero Balance Account (ZBA)

Request Type	Master Account	Child Account	Cycle	Target Balance
<input type="checkbox"/> Add <input type="checkbox"/> Change				

International Zero Balance Account (ZBA)

Level 2 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
<input type="checkbox"/> Add <input type="checkbox"/> Change				<input type="checkbox"/> Debit* <input type="checkbox"/> Credit* <input type="checkbox"/> Target <input type="checkbox"/> Maximum			

*One-way Sweep

Level 3 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
<input type="checkbox"/> Add <input type="checkbox"/> Change				<input type="checkbox"/> Debit* <input type="checkbox"/> Credit* <input type="checkbox"/> Target <input type="checkbox"/> Maximum			

*One-way Sweep

Customer Approval - (Authorized Signature Required)

Each person who signs this form on Customer's behalf is authorized to do so by resolution, agreement or other legally sufficient action of the governing body of Customer, if Customer is not an individual, or is an Authorized Signer on Customer's account.

Printed name of Authorized Signer

Phone

Signature

Date

Voice Wire only - Submitter information and instructions Internal Bank use only

Submitter name

Submitter phone

Submitter email

Submitter fax

Note: If Voice Wire is a component of this form, once the customer approves and signs the form, the Banker/Relationship Manager must approve and sign the form, then fax it to Wire Implementation at 866-922-6202 from a valid Wells Fargo fax. File copies in your location's record-retention file.



Wire Transfer Service Description

Treasury Management Services

Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The service ("Service") covered by this Service Description is:

- Wire Transfer

The Service Documentation includes:

- a. The Service Description (which contains terms and conditions applicable to the Service),
- b. The Acceptance (which indicates your acceptance of the Service Documentation),
- c. The Master Agreement (which contains terms and conditions applicable to all services),
- d. The Account Agreement governing the Account,
- e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Wire Transfer Service

1. **Description of service.** With this Service you can instruct us to transfer funds by wire. You agree to comply with all applicable payment system rules, including the national payment system rules and any other Applicable Laws and regulations of the receiving country of the transaction.
2. **Preparation of payment orders; processing schedules.** You will prepare each Payment Order according to guidelines we separately make available from time to time. You will use the applicable Security Procedure when you send a Payment Order to us.

We will execute each Payment Order in accordance with our then current processing schedule and any accompanying instructions you include regarding the date a Payment Order is to be executed. A Payment Order will be deemed received by us when we have verified it in compliance with the Security Procedure.

- a. If we receive a Payment Order after our Cutoff Time on any Business Day, we will treat the Payment Order as having been received before our applicable Cutoff Time on our next Business Day.
- b. If we execute your Payment Order by sending instructions to another financial institution, we may send the Payment Order by any transmission method and by any route we in our sole discretion consider reasonable.

3. **Inconsistency in name and number.**

- a. If a Payment Order describes the person to receive the funds under the Payment Order both by name and identifying number, we or another financial institution through which the Payment Order is routed may rely solely on the identifying number to identify the person, even if the number identifies a person other than the one named.
- b. If a Payment Order describes a financial institution both by name and identification number, we or another financial institution through which the Payment Order is routed may rely solely on the identification number to identify the financial institution, even if the identification number refers to a financial institution other than the one named.

4. **Authorization to pay.** You authorize us to:

- a. Execute any Payment Order we verify in accordance with the applicable Security Procedure, and
- b. Debit the account specified in the Payment Order even if a debit results in an overdraft on the execution date. If no account is specified, we will debit your Account or any other of your account(s) with us or one of our affiliates.

You will maintain sufficient available funds in the account specified in the Payment Order at the time of each debit.

5. **Your duty to report erroneous or unauthorized transfer instructions.** You will exercise reasonable care to:

- a. Determine whether a Payment Order accepted by us was either erroneous or not authorized, and
- b. To notify us of the relevant facts within a reasonable time not exceeding 14 days after we notify you that the Payment Order was accepted or that the Account was debited for the Payment Order, whichever is earlier.

If you do not notify us within 14 days, we will not be liable for any loss of interest or for any other loss relating to an erroneous or unauthorized debit to your account or because of any other discrepancy in the notice.

6. **Rejected payment orders.** If a Payment Order is rejected for any reason, we will attempt to notify you promptly so you can cure the defect. However, we will have no liability to you for a rejected Payment Order or any loss resulting from our delay or failure to notify you.

7. **Cancellation, amendment, reversal.** A Payment Order will be final and not subject to cancellation, amendment or reversal by you, except we may, at your request, make an effort to cancel, amend or reverse a Payment Order without incurring any liability for our failure or inability to do so.

8. **Drawdown requests.** A "drawdown request" is an instruction from you to another depository institution to debit:

- a. An account at that institution and transfer the funds to us (an "outgoing drawdown request"), or
- b. The Account and transfer the funds to that institution (an "incoming drawdown request").

In this Service description, "Payment Order" includes drawdown requests. We may execute an incoming drawdown request that conforms with instructions we receive through Fed Wire, SWIFT, CHIPS or any other funds transfer system, provided those instructions are not inconsistent with instructions you separately provide in writing. The authority to execute the incoming drawdown request will continue until we receive your express written notice that such authority is revoked and have a reasonable time to act on it.

9. **Limitation of liability.** We will not be liable for any third party's failure to or delay or error in processing a Payment Order. If the beneficiary bank does not pay the beneficiary specified in the Payment Order, a refund will be made only after we have received confirmation of the effective cancellation of the Payment Order and we are in free possession of the funds debited or earmarked in connection with the Payment Order. If we are notified the beneficiary bank did not credit the Account for the full amount stated in a Payment Order, our sole obligation will be to promptly execute a second Payment Order in the amount of the stated deficiency.

If we execute a Payment Order that is more than the amount stated in the Payment Order, to the extent you do not receive the benefit of the full amount of the Payment Order, we will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Payment Order. Additionally, we will be liable for the amount of interest you have lost due to the transfer of the excess amount, computed at the Federal Funds rate or as otherwise agreed. However, our liability for loss of interest will be limited to 20 calendar days' interest. This section sets forth our complete liability for a Payment Order issued or received under this Wire Transfer Service description.

10. **Survival.** Sections 5, 6, 7 and 9 will survive the termination of the Services.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

Applicable Law is defined in section 3 of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

Cutoff Time means our cutoff time each Business Day we separately disclose to you for the applicable Service.

Master Agreement means the Master Agreement for Treasury Management Services.

Payment Order means an instruction to us in your name to transfer funds from your Account (and includes any communication cancelling or amending an instruction).

Security Procedure is defined in the Product Enrollment Form and in section 6 of the Master Agreement.

Exhibit B

(Cost Proposal) Exhibit F of Bank's December 14, 2022 Response to City's Request for Proposal



Treasury Management Pricing

City of Farmington: RFP #23-149075

Below is the activity for the City in October 2022 with your current Wells Fargo Relationship. The pricing applied is what is proposed in our RFP response.

Analysis Summary	
Average Positive Collected Balance	\$ 7,796,175.87
Reserve Requirement @ 0.00%	\$ 0.00
Investable Balance Available for Services	\$ 7,796,175.87
Monthly Analyzed Charges	\$ 11,049.42
Earnings Allowance @ 1.55% (Managed Rate proposed in RFP)	\$ 10,263.18
Net Monthly Analyzed Charges	\$ 786.23
*Monthly Fee Based Charges	\$ 0.00
Total Monthly Analyzed Charges after Earnings Allowance	\$ 786.23

*Charges not offset by balances

Stagecoach Sweep- Potential Earnings

Below is the recommended sweep provided in our response. If the City were to consider utilizing all available funds for this service, the earnings would offset all analysis fees and provide a dividend for the investment. As we continue our partnership, we will help create a deposit strategy that best fits the City. Rate set to change with market conditions.

Sweep Investment Fund	Government MMF Institutional
Sweep Investment Balance	\$ 7,796,175.87
Sweep Interest Rate	3.54%
Sweep Investment benefit to Farmington	\$ 22,998.72
Total Analyzed Charges with utilizing Sweep (including cost for sweep services totaling \$190,00)*	\$ 10,222.989

Sweep Earnings for Farmington after Analysis Fees

\$ 12,775.73

*Total fees lowered with sweep investment due to lower recoupment fees

Sweep is Not FDIC insured -- No Bank guarantee -- May lose value

SERVICE DETAILS

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
IAMTH	000230	BALANCE & COMPENSATION INFORMATION			
		RECOUPMENT MONTHLY	0.12750	7.972	1,016.43
		BALANCE & COMPENSATION INFORMATION Subtotal			1,016.43
		GENERAL ACCOUNT SERVICES			
22051	010000	ACCT MAINTENANCE	10.00000	6	60.00
22421	010310	SUB ACCT STATEMENT FEE	10.00000	1	10.00
DS585	010021	SUBACCOUNT MAINTENANCE	2.00000	30	60.00
DS001	010021	ZERO BALANCE MONTHLY BASE	5.00000	3	15.00
CK021	010100	DEBITS POSTED	0.05000	157	7.85
08026	010610	CHECK DEPOSIT ADJUSTMENT	0.00000	1	0.00
		GENERAL ACCOUNT SERVICES Subtotal			152.85
		LOCKBOX SERVICES			
36769	05011L	LBX PAPER PACKAGE BASE	150.00000	1	150.00
03302	050400	LBX TRANSMISSION BASE	220.00000	1	220.00
03102	050000	LBX REMIT PROCESSED CASH	10.00000	2	20.00
03611	050000	LBX REMIT PROCESSED EXPRESS MAIL	2.25000	25	56.25
36731	050530	LBX CORRESPONDENCE OR REJECTS	0.65000	106	68.90
03905	05011R	LBX DOCUMENT SCANNED	0.00000	10,214	0.00
36791	050600	LBX 7 YEAR IMAGE ARCHIVE	0.02000	10,214	204.28
36737	05011A	LBX CHECK PHOTOCOPY	0.45000	152	68.40
52035	050425	LBX IMAGE FILE IMPORT	0.05000	10,214	510.70
36745	050129	LBX VALUE ADDED KEYING	0.02000	4,194	83.88
36606	05011F	LBX PAPER RETURN	0.20000	18	3.60
03303	050410	LBX PKG US MAIL DELIVERY	1.00000	120	120.00
48200	050020	LBX WHOLETAIL BASE	100.00000	1	100.00
48210	050100	LBX WT CHECKS	0.00000	4,594	0.00
48220	050122	LBX WT TOTAL PAYMENTS PROCESSED	0.16000	5,450	872.00
48307	059999	LBX WT STD ITEM PROCESSED NON SCAN	0.30000	152	45.60
48221	050122	LBX WT MULTI PAYMENT	0.05000	1,323	66.15
48222	050002	LBX WT PARTIAL PAYMENT	0.09000	339	30.51
48257	050899	LBX WT MARK SENSE OR ADDRESS CHANGE	0.05000	5,450	272.50
48501	050401	LBX WT TRANSMISSION PER ITEM	0.01000	5,602	56.02
ED500	050030	E-BOX MONTHLY MAINT (W/CROSS REF)	100.00000	1	100.00
ED470	059999	E-BOX PAYMENT	0.05000	3,186	159.30
ED521	050030	E-BOX REPORTING PACKAGE MTHLY BASE	50.00000	1	50.00
ED524	050030	E-BOX REVERSAL REPORTING MTHLY BASE	0.00000	1	0.00
		LOCKBOX SERVICES Subtotal			3,258.09

DEPOSITORY SERVICES						
CK161	10006	CASH DEPOSITED IN WF BRANCH	0.00400	2,715	10.86	
CK199	10001A	POST VERIFY CASH DEPOSITED	0.00300	407,560	1,222.68	
CK197	100040	CASH ORDER FEE IN A WF BRANCH	9.00000	15	135.00	
CK131	100040	ROLLED COIN FURNISHED BY WF BRANCH	0.50000	26	13.00	
CK141	100040	CURRENCY FURNISHED BY WF BRANCH	0.00300	1,533	4.60	
CK064	100416	CEO RETURN ITEM SERVICE MTHLY BASE	0.00000	30	0.00	
CK061	100400	RETURN ITEM - CHARGEBACK	3.00000	15	45.00	
CK075	100402	RETURN ITEM REDEPOSITED	1.00000	15	15.00	
08052	100006	BRANCH DEPOSIT	4.00000	34	136.00	
22723	10001A	BRANCH DEPOSIT POST VERIFY	3.00000	381	1,143.00	
08025	100015	MISCELLANEOUS CREDITS POSTED	0.50000	21	10.50	
12707	100610	DEPOSIT LOCATION REPORTING - ITEM	0.00500	707	3.54	
002	100225	DEPOSITED CHECK	0.10000	2,738	273.80	
311	100225	WHOLESALE LOCKBOX - DEPOSITED CHECK	0.10000	4,667	466.70	
		DEPOSITORY SERVICES Subtotal			3,479.67	

PAPER DISBURSEMENT SERVICES						
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	0.00000	730	0.00	
22810	150500	WF CHK CASHED FOR NONACCT HOLDER	5.00000	14	70.00	
DS255	151399	WELLSIMAGE PAID CHECK PER ITEM	0.03000	723	21.69	
34336	150724	POSITIVE PAY EXCEPTION - CEO IMAGE	0.50000	23	11.50	
12812	151352	CEO IMAGE VIEW < 90 DAYS - ITEM	0.05000	11	0.55	
22225	151352	CEO IMAGE VIEW > 90 DAYS - ITEM	0.25000	11	2.75	
22245	150240	CHECK CASHING THRESHOLD MO BASE	2.00000	1	2.00	
22235	150240	CHECKS PAY TO INDIV BLOCK MO BASE	2.00000	1	2.00	
12903	150310	OTC DEBIT BLOCK MONTHLY BASE	2.00000	1	2.00	
12907	150030	POSITIVE PAY EXCEPTIONS - ITEM	1.00000	23	23.00	
MD091	150240	POSITIVE PAY MONTHLY BASE	10.00000	3	30.00	
12670	150410	PYMT AUTH MAX CHECK MTHLY BASE	2.00000	3	6.00	
22202	151350	STOP PAYMENT - ONLINE	1.00000	3	3.00	
22015	150100	WELLSIMAGE PAID CHECK MONTHLY BASE	50.00000	1	50.00	
22015	151353	DDA CHECKS PAID	0.05000	730	36.50	
64104	151350	WELLSIMAGE PAID CHECK PER CD	20.00000	1	20.00	
		IFI MAINTENANCE PER PRODUCT	100.00000	1	100.00	
		PAPER DISBURSEMENT SERVICES Subtotal			380.99	

PAPER DISBURSEMENT RECON SERVICES						
DS322	200120	ARP PARTIAL RECONCILIATION - ITEM	0.03000	730	21.90	
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.00000	9,154	0.00	
12061	200020	ARP MONTHLY BASE - PARTIAL	15.00000	4	60.00	
12604	200306	ARP OPTIONAL REPORTS	2.00000	61	122.00	
12430	200301	ARP OUTPUT - TRANSMISSION	0.00000	60	0.00	
12379	200201	ARP PART POSITIVE PAY ISSUE - ITEM	0.02500	790	19.75	
34350	200306	CEO ARP STMT & RPTS MONTHLY BASE	5.00000	4	20.00	
12694	200100	OUTGOING TRANSMISSION - PER ITEM	0.00500	732	3.66	
		PAPER DISBURSEMENT RECON SERVICES Subtotal			247.31	

GENERAL ACH SERVICES						
CK018	250201	ELECTRONIC CREDITS POSTED	0.05000	836	41.80	
34342	250400	ACH CEO RETURN SUBSCRIPTION - ITEM	0.50000	39	19.50	
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	5.00000	6	30.00	
ES280	250000	ACH MONTHLY BASE	15.00000	3	45.00	
ES211	250102	ACH FUTURE DATED ITEM	0.02500	2,680	67.00	
ES216	250102	ACH SAME DAY	0.25000	2,597	649.25	
ES206	250120	ACH ORIGINATED - ADDENDA REC	0.10000	14	1.40	
ES349	250220	ACH RECEIVED ADDENDA	0.00000	365	0.00	
ES344	250202	ACH RECEIVED ITEM	0.02500	787	19.68	
06504	250302	ACH RETURN ADMIN -MANUAL	3.00000	17	51.00	
06503	250302	ACH RETURN ITEM-MANUAL	3.00000	4	12.00	
ES803	250500	ACH PAYMENTS ONLINE BATCH RELEASE	2.00000	10	20.00	
ES801	250501	ACH TRANSMISSION CHARGE	2.00000	28	56.00	
ES237	250710	ACH FAX SERVICE	7.00000	10	70.00	
34377	250000	ACH PAYMENTS BASE FEE	15.00000	2	30.00	
ACH1D	250102	ACH PAYMENTS FUTURE DATED ITEM	0.02500	28	0.70	
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE	1.00000	6	6.00	
34335	251053	ACH CEO FRAUD FILTER REVIEW - ITEM	1.00000	38	38.00	
06535	250302	ACH NOC - MANUAL	5.00000	11	55.00	
34330	250703	ACH CEO SUBSCRIPTION - ACCOUNT	5.00000	7	35.00	
GENERAL ACH SERVICES Subtotal					1,247.33	

EDI PAYMENT SERVICES						
ED265	300210	RECEIVABLES MANAGER ACH ITEM	0.05000	734	36.70	
34240	300010	CEO EDI PMT DETAIL SUBSC MO BASE	10.00000	1	10.00	
28006	300200	REC MGR OR E-BOX TRANSMISSION	2.50000	60	150.00	
28019	300010	RECEIVABLES MANAGER MONTHLY BASE	100.00000	3	300.00	
28011	300210	RECEIVABLES MANAGER RECVD ADDENDA	0.00000	352	0.00	
28318	300210	RMGR ITEM CHK AND OTHER ELECTRONIC	0.05000	4,746	237.30	
EDI PAYMENT SERVICES Subtotal					734.00	

WIRE & OTHER FUNDS TRANSFER SERVICE						
ES073	359999	WIRE BASE-VOICE	6.00000	2	12.00	
ES167	359999	WIRE PIN BASE	1.50000	3	4.50	
ES030	350300	WIRE IN TO USA ACCT-USA DOMESTIC	2.00000	6	12.00	
ES141	350120	WIRE BOOK TRANSFER CEO/API	5.00000	2	10.00	
WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal					38.50	

INFORMATION SERVICES						
34123	40022Z	CEO ALERTS SERVICE - EMAIL	0.00000	320	0.00	
34602	400274	CEO E-BOX RPT - ITEM	0.05000	3,186	159.30	
34601	400054	CEO E-BOX RPT SUBSCRIPTION MO BASE	50.00000	1	50.00	
34121	400274	CEO INTRADAY REPORTING ITEMS RPTD	0.05000	744	37.20	
34120	400055	CEO INTRADAY REPORTING SUBSCRIPTION	10.00000	2	20.00	
34115	400271	CEO PREV DAY REPORTING ITEMS LOADED	0.05000	2,255	112.75	
34100	400052	CEO PREV DAY REPORTING SUBSCRIPTION	10.00000	6	60.00	
27707	400340	CEO SEARCH	0.00000	11	0.00	
34205	400003	WIRE TRANSFER REPORT BASE-CEO	10.00000	1	10.00	
15017	400003	DESKTOP DEPOSIT MONTHLY BASE	15.00000	3	45.00	
INFORMATION SERVICES Subtotal					494.25	

SETUP CHARGES			
06094	251001	ACH FRAUD FILTER - SET UP	20.00
		GENERAL ACH SERVICES Subtotal	20.00
Total Analyzed Charges			786.23
*Total Fee Based Charges			0.00
Total Service Charges			786.23

Sweep Services (if Implemented)			
34110	450405	SWEEP ACCOUNT POSITION REPORT	40.00
22087	450403	SWEEP STAGECOACH MUTUALFND ELECTNIC	0.00
22094	450200	SWEEP STAGECOACH MUTUAL FND MO BASE	150.00
Subtotal			190.00



Disclosures

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.



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City of Farmington/San Juan County
Exhibit F - Banking Fees Cost Proposal Form

The below is a price list of fees pertaining to services required or requested by the agencies within the RFP. Any fees with no volume were for additional services requested in the RFP. The original pricing sheet is included in this document if you 'unhide' the tab within this workbook.
 Please see tab titled 'City of Farmington- October' to see how this pricing will be applied for existing services and relationship along with potential revenue from Sweep Services

City of Farmington							
AFP CODE	SERVICE DESCRIPTION	12 Month Total	Average Monthly Volume	Monthly Fee	Per Transaction / % Fee	How Calculated (total, weighted average, etc.)	Other/Notes
00 0230	RECOUPMENT MONTHLY IB	16,041	3,208		0.12750		Fee to partially recover insurance premiums the Bank pays to the FDIC for deposit insurance. Monthly charge based upon average monthly ledger balance. Assessed on per thousand dollar basis. See Commercial Account Agreement for additional information.
00 0230	RECOUPMENT MONTHLY	325,435	27,120		0.12750		Fee to partially recover insurance premiums the Bank pays to the FDIC for deposit insurance. Monthly charge based upon average monthly ledger balance. Assessed on per thousand dollar basis. See Commercial Account Agreement for additional information.
01 0000	ACCT MAINTENANCE	58	5	10.00000		Monthly per account	
01 0021	ZERO BALANCE MONTHLY BASE	36	3	5.00000		Per account	
01 0021	SUBACCOUNT MAINTENANCE	360	30	2.00000		Per Subaccount	
01 0100	DEBITS POSTED	1,753	146		0.05000	Per Transaction	
01 0310	SUB ACCT STATEMENT FEE	12	1	10.00000		Monthly	
05 0000	LBX REMIT PROCESSED CASH	9	2	10.00000		Per Transaction	Lockbox still provided to Farmington- Included Cost
05 0000	LBX REMIT PROCESSED EXPRESS MAIL	193	16	2.25000		Per Transaction	Lockbox still provided to Farmington- Included Cost
05 0002	LBX WT PARTIAL PAYMENT	4,764	397		0.09000	Per Transaction	Lockbox still provided to Farmington- Included Cost
05 0020	LBX WHOLETAIL BASE	12	1	100.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0030	E-BOX MONTHLY MAINT (W/CROSS REF)	12	1	100.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0030	E-BOX REPORTING PACKAGE MTHLY BASE	12	1	50.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0030	E-BOX REVERSAL REPORTING MTHLY BASE	12	1	0.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0100	LBX WT CHECKS	61,646	5,137		0.00000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 011A	LBX CHECK PHOTOCOPIY	1,940	162		0.45000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 011F	LBX PAPER RETURN	156	31		0.20000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 011L	LBX PAPER PACKAGE BASE	5	1	150.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0122	LBX WT TOTAL PAYMENTS PROCESSED	72,161	6,013		0.16000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 0122	LBX WT MULTI PAYMENT	16,593	1,383		0.05000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 0129	LBX VALUE ADDED KEYING	62,955	5,246		0.02000	Per keystroke	Lockbox still provided to Farmington- Included Cost
05 011E	LBX POST OFFICE RETURNED MAIL	1	1		5.00000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 0400	LBX TRANSMISSION BASE	12	1	220.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0401	LBX WT TRANSMISSION PER ITEM	74,101	6,175		0.01000	per item	Lockbox still provided to Farmington- Included Cost
05 0410	LBX PKG US MAIL DELIVERY	1,333	111		1.00000	per transaction	Lockbox still provided to Farmington- Included Cost
05 0425	LBX IMAGE FILE IMPORT	136,115	11,343		0.05000	per image	Lockbox still provided to Farmington- Included Cost
05 0530	LBX CORRESPONDENCE OR REJECTS	1,712	143		0.05000	per item	Lockbox still provided to Farmington- Included Cost
05 0600	LBX 7 YEAR IMAGE ARCHIVE	136,115	11,343		0.02000	per image	Lockbox still provided to Farmington- Included Cost
05 0899	LBX WT MARK SENSE OR ADDRESS CHANGE	72,161	6,013		0.05000	per item	Lockbox still provided to Farmington- Included Cost
05 9999	LBX WT STD ITEM PROCESSED NON SCAN	1,940	162		0.30000	per item	Lockbox still provided to Farmington- Included Cost
05 9999	E-BOX PAYMENT	42,019	3,502		0.10000	per item	
05 9999	E-BOX PAYMENT REVERSED	10	1		0.25000	per transaction	
08 0100	PAYMENT MGT WELLSONE VIRTUALCRD PMT	-	-		0.00000	Per Transaction	Consolidated Payables
10 0006	BRANCH DEPOSIT	364	30		4.00000	per deposit	
10 0006	CASH DEPOSITED IN WF BRANCH	10,779	898		0.00400	per dollar	
10 0010	LOOSE COIN DEPOSITED IN BRANCH	1	1				
10 0015	MISCELLANEOUS CREDITS POSTED	258	22		0.50000	per credit	
10 001A	BRANCH DEPOSIT POST VERIFY	4,509	376		3.00000	per deposit	
10 001A	POST VERIFY CASH DEPOSITED	5,869,352	489,113		0.00300	per dollar	
10 0040	ROLLED COIN FURNISHED BY WF BRANCH	348	29		0.50000	per roll	
10 0040	CURRENCY FURNISHED BY WF BRANCH	35,923	2,994		0.00300	per dollar	
10 0040	CASH ORDER FEE IN A WF BRANCH	226	19		9.00000	per order	
10 0100	CASH VAULT DEPOSIT	-	-		3.00000	Per Deposit	Cash Vault Services
10 0110	CASH VAULT DEP - ROLLED COIN	-	-		0.12000	Per Coin Roll	Cash Vault Services
10 0111	CASH VAULT DEP - NONSTD COIN BAG	-	-		12.00000	Per Nonstandard Coin Bag	Cash Vault Services
10 0113	CASH VAULT DEP - STD COIN BAG	-	-		3.50000	Per Standard Coin Bag	Cash Vault Services
10 0141	CASH VAULT ORDER - AUTOMATED	-	-		7.00000	Per Currency Order	Cash Vault Services
10 0144	CASH VAULT COIN ROLLS FURNISHED	-	-		0.12000	Per Coin Roll	Cash Vault Services
10 0145	CASH VAULT COIN FURN-STD HALF BOX	-	-		4.00000	Per Coin Box	Cash Vault Services
10 0146	CASH VAULT COIN FURNISHED-STD BOX	-	-		4.00000	Per Coin Box	Cash Vault Services
10 0147	CASH VAULT ORDER - HALF STD BAG	-	-		3.00000	Per Half Bag Order	Cash Vault Services
10 0147	CASH VAULT ORDER - FED STD BAG	-	-		3.00000	Per Coin Bag Order	Cash Vault Services
10 0154	SAFEVANTAGE EXPEDITED CREDIT	-	-		0.00010	Pass Through for Deposits	Cash Vault Services- Smart Safe
10 0154	SAFEVANTAGE CASH DEPOSITED	-	-		0.00130	Per Dollar Deposited	Cash Vault Services- Smart Safe
10 0199	CASH VAULT CURRENCY/COIN DEPOSITED	-	-		0.00060	Per Dollar Deposited	Cash Vault Services
10 0199	CASH VAULT CURRENCY FURNISHED	-	-		0.00130	Per Dollar Furnished	Cash Vault Services
10 0199	VENDOR FEES-ARMORED CAR/CASH SERV	7,503	625		1.00000		Pass through for vendor fees outside of services charged through analysis
10 0225	DEPOSITED CHECK	39,845	3,320		0.10000	per item	
10 0225	WHOLESALE CHECKBOX - DEPOSITED CHECK	40,107	3,342		0.05000	per check	Lockbox still provided to Farmington- Included Cost
10 0400	RETURN ITEM - CHARGEBACK	146	12		3.00000	per item	
10 0402	RETURN ITEM REDEPOSITED	132	11		1.00000	per item	
10 0404	ADMIN RETURN ITEM-REPAIRED ACH ITEM	29	5		2.25000	per item	
10 0404	ADMIN RETURN ITEM-REPAIRED AS CHECK	2	1		3.50000	per item	
10 0416	CEO RETURN ITEM SERVICE MTHLY BASE	360	30		0.00000	Monthly per account	
10 0453	RETURN ITEM CONVERTED CHK REDEPOSIT	17	3		2.00000	per item	
10 0453	RETURN ITEM CONVERTED CHK CHGBK IRD	16	3		3.00000	per item	
10 0501	CASH VAULT DEP - ADJUSTMENT	-	-		2.00000	Per Adjustment	Cash Vault Services
10 0501	ADJ FOR CASH DEPOSITED IN WF BRANCH	8	2		13.00000	per adjustment	
10 0610	DEPOSIT LOCATION REPORTING - ITEM	10,131	844		0.00500	per item	
10 9999	SMART DECISION-ELEC CHECK ACH ONUS	4,545	758			per item	Service no longer provided
15 0030	POSITIVE PAY MONTHLY BASE	36	3	10.00000		monthly per account	
15 0100	DDA CHECKS PAID	8,619	718		0.05000	per check	
15 0122	PAYEE VALIDATION STANDARD-ITEM	8,594	716		0.00000	per check	
15 0222	POSITIVE PAY EXCEPTION CHECKS RETND	14	2		1.00000	per item	
15 0240	CHECK CASHING THRESHOLD MO BASE	12	1	2.00000		Per account	
15 0240	OTC DEBIT BLOCK MONTHLY BASE	12	1	2.00000		Per account	
15 0240	CHECKS PAY TO INDIV BLOCK MO BASE	12	1	2.00000		Per account	
15 0240	PYMT AUTH MAX CHECK MTHLY BASE	12	1	2.00000		Per account	
15 0300	MICR CHECK REJECTS OVER 2%	67	34		0.50000	per item	
15 0310	POSITIVE PAY EXCEPTIONS - ITEM	199	17		1.00000	per item	
15 0310	POS PAY CHECKS WITH NO ISSUE RECORD	21	7		0.00000	per item	
15 0410	STOP PAYMENT - ONLINE	90	8		1.00000	per stop	
15 0500	WF CHK CASHED FOR NONACCT HOLDER	162	14		5.00000	per transaction	
15 0724	POSITIVE PAY EXCEPTION - CEO IMAGE	165	14		0.50000	per item	
15 1350	WELLSIMAGE PAID CHECK MONTHLY BASE	12	1	50.00000		monthly per account	
15 1350	IFI MAINTENANCE PER PRODUCT	12	1	100.00000		monthly	
15 1352	CEO IMAGE VIEW < 90 DAYS - ITEM	125	13		0.05000	per item	
15 1352	CEO IMAGE VIEW > 90 DAYS - ITEM	22	3		0.25000	per item	
15 1353	WELLSIMAGE PAID CHECK PER CD	12	1			Per CD	
15 1399	WELLSIMAGE PAID CHECK PER ITEM	8,441	703		0.03000	Per Item	
15 1870	PAYMENT MANAGER INSERT ITEM	-	-		0.10000	Per Insert	Consolidated Payables
15 1870	PAYMENT MGR POSTAGE OR OVERTNITE RPT	-	-	15.00000		Per Account	Consolidated Payables
20 0020	ARP MONTHLY BASE - PARTIAL	48	4	15.00000		monthly per account	
20 0100	OUTGOING TRANSMISSION - PER ITEM	8,648	721		0.00500	per item	

20 0120	ARP PARTIAL RECONCILIATION - ITEM	8,619	718		0.03000	per item	
20 0201	ARP PART POSITIVE PAY ISSUE - ITEM	9,762	814		0.02500	per item	
20 0301	ARP OUTPUT - TRANSMISSION	759	63		0.00000	per transaction	
20 0306	ARP OPTIONAL REPORTS	771	64		2.00000	per report	
20 0306	CEO ARP STMT & RPTS MONTHLY BASE	48	4	5.00000		monthly per account	
20 9999	ARP AGED ISSUE RECORDS ON FILE-ITEM	102,809	8,567		0.00000	per item	
25 0000	ACH PAYMENTS BASE FEE	24	2	15.00000		Monthly per account	
25 0000	ACH MONTHLY BASE	36	3	15.00000		monthly per account	
25 0102	SMART DECISION-LOCKBOX ACH	18,925	3,154		0.03500	per item	Service no longer provided
25 0102	ACH PAYMENTS FUTURE DATED ITEM	492	41		0.02500	per item	
25 0102	ACH PAYMENTS SAME DAY ITEM	2	2		0.25000	per item	
25 0102	ACH FUTURE DATED ITEM	30,479	2,771		0.02500	per item	
25 0102	ACH SAME DAY	36,019	3,002		0.25000	per item	
25 0120	ACH ORIGINATED - ADDENDA REC	246	21		0.10000	per item	
25 0201	ELECTRONIC CREDITS POSTED	10,577	881		0.05000	per credit	
25 0202	ACH RECEIVED ITEM	9,659	805		0.02500	per item	
25 0220	ACH RECEIVED ADDENDA	1,994	399		0.00000	per item	
25 0302	ACH RETURN ITEM-MANUAL	63	5		3.00000	per item	
25 0302	ACH RETURN ADMIN -MANUAL	60	5		3.00000	per item	
25 0302	ACH NOC - MANUAL	50	10		5.00000	per item	
25 0312	ACH RETURN UNAUTHORIZED -MANUAL	1	1		3.00000	per return	
25 0312	ACH RETURN UNAUTHORIZED QUALITY FEE	1	1		5.00000	per return	
25 0400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	72	6	5.00000		monthly per account	
25 0400	ACH CEO RETURN SUBSCRIPTION- ITEM	294	35		0.50000	per item	
25 0500	ACH PAYMENTS ONLINE BATCH RELEASE	172	14		2.00000	per batch	
25 0501	ACH TRANSMISSION CHARGE	352	29		2.00000	per transmission	
25 0622	ACH EXCEPTION PROCESS-DUPLICAT FILE	5	3		10.00000	per file	
25 0703	CEO ACH HYP ITM DET INQ - PER ITEM	6	2		0.50000	per item	
25 0703	ACH CEO SUBSCRIPTION - ACCOUNT	77	7	5.00000		per account	
25 0703	ACH CEO SUBSCRIPTION - ITEM	326	163		0.10000	per item	
25 0710	ACH FAX SERVICE	59	5		7.00000	per fax	
25 0720	ACH CUSTOMER REPORTS	4	1		10.00000	per report	
25 1000	ACH SET UP	-	-		10.00000	Per Setup	Setup Costs
25 1001	ACH ORIGINATION NEW COMP ID-SET UP	-	-		10.00000	Per New ACH COID	Setup Costs
25 1001	ACH FRAUD FILTER - SET UP	-	-		10.00000	Per Setup	Setup Costs
25 1050	ACH CEO FRAUD FILTER REVIEW MO BASE	48	4	1.00000		Monthly per account	
25 1053	ACH CEO FRAUD FILTER REVIEW - ITEM	424	35		2.00000	per item	
25 1070	ACH WELLS FARGO NOC - FAX ADVICE	46	7		5.00000	per fax	
25 1070	ACH NOC - FAX ADVICE	39	6		5.00000	per fax	
25 1120	ACH PAYMENTS SET UP FEE	-	-		10.00000	Per Setup	Setup Costs
30 0000	PAYMENT MANAGER MONTHLY BASE	-	-	150.00000		Monthly Per Setup	Consolidated Payables
30 0010	RECEIVABLES MANAGER MONTHLY BASE	36	3	100.00000		monthly per account	
30 0010	CEO EDI PMT DETAIL SUBSC MO BASE	12	1	10.00000		monthly	
30 0100	PAYMENT MGR INBOUND TRANSMISSION	-	-		5.00000	Per Transmission	Consolidated Payables
30 0100	PAYMENT MGR TEMPLATE TRANSACTION	-	-		0.02500	Per Transaction	Consolidated Payables
30 0100	PAYMENT MANAGER DOMESTIC ACH TRAN	-	-		0.02500	Per Transaction	Consolidated Payables
30 0105	PAYMENT MGR RPT SUBSCRIPTION MOBASE	-	-	15.00000		Per Setup	Consolidated Payables
30 0199	PAYMENT MGR EMAIL SECONDARY APPROVE	-	-		0.10000	Per E-Mail	Consolidated Payables
30 0200	REC MGR OR E-BOX TRANSMISSION	759	63		2.50000	per transmission	
30 0200	PAYMENT MANAGER ACH CONFIRMATION	-	-		0.10000	Per Confirmation	Consolidated Payables
30 0210	RECEIVABLES MANAGER RECVD ADDENDA	5,020	418		0.00000	per item	
30 0210	RMGR ITEM CHK AND OTHER ELECTRONIC	24,790	4,958		0.05000	per item	
30 0210	RECEIVABLES MANAGER ACH ITEM	7,837	653		0.05000	per item	
30 0210	RECEIVABLE MGR RETAIL LKBOX ITEM	38,796	5,542		0.05000	per item	
30 0221	PAYMENT MGR EMAIL SERVICE	-	-		0.50000	Per Confirmation	Consolidated Payables
30 0299	PAYMENT MANAGER ACH ADDENDA	-	-		0.05500	Per Addenda Record	Consolidated Payables
30 0300	PAYMENT MANAGER SET UP	-	-		2500.00000	Per Setup	Consolidated Payables- Waived for Agencies
30 0330	PAYMENT MGR REJECT REPAIR DUPLICATE	-	-		25.00000	Per File	Consolidated Payables
30 0341	PAYMENT MGR IMPLEMENTATION DEV HOUR	-	-		200.00000	Per Hour	Consolidated Payables- Waived for Agencies
30 0400	PMGR WELLSONE VIRTUAL CRD CONFIRM	-	-		0.10000	Per Confirmation	Consolidated Payables
30 0502	ENHANCED REMITTANCE EMAIL DELIVERY	-	-		0.50000	Per Transaction	Consolidated Payables
30 9999	ELECTRONIC COMMERCE INVESTIGATION	-	-		55.00000	Per Investigation	Consolidated Payables
30 9999	PMGR TOTAL MTH POSTAGE AND HANDLING	-	-		1.00000	Postage	Consolidated Payables
30 9999	PAYMENT MGR NEXT DAY CHECK	-	-		1.00000	Per Check Printed	Consolidated Payables
30 9999	PAYMENT MANAGER CHECK INSERTS	-	-		0.50000	Per Insert	Consolidated Payables
35 0100	WIRE OUT DOMESTIC CEO/API	10	3		5.00000	per wire	
35 0104	PAYMENT MANAGER WIRE OUT DOMESTIC	-	-		5.00000	Per Wire	Consolidated Payables
35 0120	WIRE BOOK TRANSFER CEO/API	1	1		5.00000	per wire	
35 0300	WIRE IN TO USA ACCT-USA DOMESTIC	67	6		2.00000	per wire	
35 0400	PAYMENT MANAGER WIRE CONFIRMATION	-	-		0.10000	Per Confirmation	Consolidated Payables
35 9999	WIRE BASE -VOICE	22	2		6.00000	per wire	
35 9999	WIRE PIN BASE	33	3		1.50000	per wire	
40 0003	DESKTOP DEPOSIT MONTHLY BASE	36	3	15.00000		monthly per account	
40 0003	WIRE TRANSFER REPORT BASE-CEO	12	1	10.00000		monthly per account	
40 0052	CEO PREV DAY REPORTING SUBSCRIPTION	72	6	10.00000		monthly per account	
40 0054	CEO E-BOX RPT SUBSCRIPTION MO BASE	12	1	50.00000		monthly per account	
40 0055	CEO INTRADAY REPORTING SUBSCRIPTION	24	2	10.00000		monthly per account	
40 0222	CEO ALERTS SERVICE- EMAIL	5,247	437		0.00000	per email	
40 0271	CEO PREV DAY REPORTING ITEMS LOADED	27,381	2,282		0.05000	per item	
40 0274	CEO INTRADAY REPORTING ITEMS RPTD	3,540	295		0.05000	per item	
40 0274	CEO E-BOX RPT - ITEM	42,018	3,502		0.05000	per item	
40 0340	CEO SEARCH	455	41		0.00000	per search	
40 1001	PHOTOCOPY CUSTOMER SERVICE - ITEM	2	1		20.00000	per item	
45 0200	SWEEP STAGECOACH MUTUAL FND MO BASE	-	-	150.00000		Per Account	Sweep Services- Money Markey Mutual Fund
45 0405	SWEEP ACCOUNT POSITION REPORT	-	-	40.00000		Per Account	Sweep Services- Money Markey Mutual Fund

Upcoming Project

2 messages

Harbour, Jennifer <jharbour@fmtn.org>
To: mloehman@horizonsofnewmexico.org

Tue, Oct 11, 2022 at 3:54 PM

Hi Matt,

The City of Farmington has an upcoming procurement for Fiscal Agent Bank, Merchant Services, and Procurement Card Services. Is this something Horizons would be interested in?

Thanks,

--

Jennifer Harbour, CPPB, NIGP-CPP, PMP
Chief Procurement Officer - City of Farmington
505-599-1365

www.fmtn.org<https://fmtn-ebidding.ionwave.net>

Matt Loehman <mloehman@horizonsofnewmexico.org>
To: "Harbour, Jennifer" <jharbour@fmtn.org>

Tue, Oct 11, 2022 at 4:03 PM

Good afternoon Jennifer,

We will respectfully decline this opportunity.

Thank you,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

cell phone: (505) 550-7180

office phone: (505) 345-1540

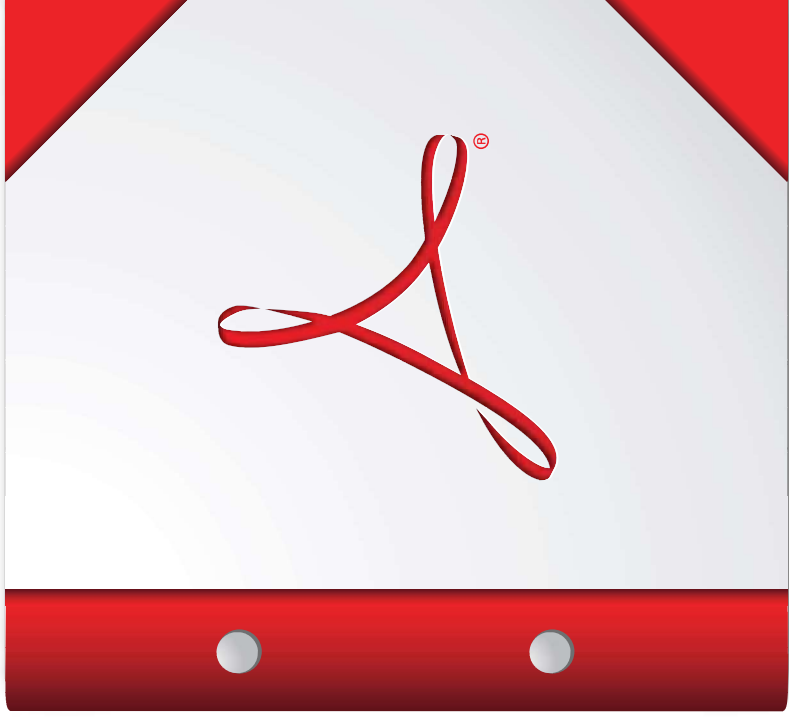
email: mloehman@horizonsofnewmexico.orgweb: www.horizonsofnewmexico.org

10/31/22, 12:38 PM

fmtn.org Mail - Upcoming Project

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

[Quoted text hidden]



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Wells Contract

Final Audit Report

2024-09-17

Created:	2024-09-17
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7IirQS3XrMrVv9xuygy9pAAjxHOn9uAQ

"Wells Contract" History

-  Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-09-17 - 11:13:38 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-09-17 - 11:16:39 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-09-17 - 11:19:32 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-09-17 - 11:19:56 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
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-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-09-17 - 11:21:05 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-09-17 - 11:21:16 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-09-17 - 11:21:17 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-09-17 - 11:47:34 PM GMT- IP address: 104.47.64.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-09-17 - 11:51:53 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-09-17 - 11:51:53 PM GMT



Signature: 
XAVIER VIGIL (Sep 27, 2024 09:54 MDT)

Email: xivigil@santafenm.gov









24-0582 Wells Fargo Bank N.A.

Final Audit Report

2024-09-30

Created:	2024-09-27
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHsz7va3p7kztzi9CFsuS5-wNpg-1ZhkE

"24-0582 Wells Fargo Bank N.A." History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-09-27 - 3:58:46 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2024-09-27 - 4:01:40 PM GMT
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2024-09-27 - 4:09:04 PM GMT- IP address: 104.28.111.172
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2024-09-30 - 4:56:33 PM GMT- IP address: 174.218.18.47
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-09-30 - 4:56:48 PM GMT - Time Source: server- IP address: 174.218.18.47
-  Agreement completed.
2024-09-30 - 4:56:48 PM GMT