

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**ADDENDUM TO MASTER AGREEMENT
 FOR DEPOSITORY BANK SERVICES
 RFP 25-004**

THIS ADDENDUM ("Addendum") is entered into by and between **Fort Bend County**, ("County"), a body corporate and politic under the laws of the State of Texas, and **Wells Fargo Bank, N.A.**, ("Wells Fargo"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Wells Fargo's Master Agreement for Treasury Management Services (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of depository bank services (the "Services") pursuant to RFP 25-004; and

WHEREAS, County desires that Wells Fargo provide Services as will be more specifically described in this Agreement; and

WHEREAS, Wells Fargo represents that it is qualified and desires to perform such Services in accordance with the advertised specifications of RFP 25-004 – Depository Bank Services; and

WHEREAS, the following changes are incorporated as if a part of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Term and Termination.** The term of the Agreement is effective as of September 1, 2025, and shall expire no later than June 30, 2029, unless terminated sooner pursuant to the Agreement. Upon expiration of the initial term of the Agreement, new interest rates and financial terms may be renegotiated pursuant to section 116.021 of the Texas Local Government Code.
 County may consider one (1) two (2) year renewal option (through June 30, 2031) under the same terms and conditions. Renewal is subject to the approval by the Fort Bend County Commissioner's Court. Once the renewal option is exhausted, the contract must be resolicited. County reserves the right to resolicit at any time as in its best interest and is not automatically bound to renew. Any extension exercised by the County will be subject to the mutual written consent of the parties.

Either party may terminate this Agreement with thirty (30) days written notice. The termination of a Service or this Agreement will not affect the County's or Wells Fargo's rights with respect to transactions occurring before termination. Neither party will be liable to the other party for any losses or damages such other party may incur as a result of any termination of any Service or this Agreement in accordance with the terms of the Service Documentation. In the event Services end by either contract expiration or termination, it shall be incumbent upon Wells Fargo to continue services, if requested by County Purchasing, until new Services can be completely operational. Such transitional period shall not extend more than one hundred eighty (180) days beyond the expiration/termination date of the contract, or any extension thereof. Wells Fargo will be reimbursed for Services during the transitional period at a rate in effect when the transitional period clause is invoiced by County. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

3. **Scope of Services.** Subject to this Addendum, Wells Fargo shall render specified Treasury Management Services to County ("Services") as described in the Master Agreement, Amendment and Response to RFP for Depository Services, which includes the service descriptions for the Services ("Service Descriptions"), attached as Exhibit A, and incorporated by reference, and in accordance with the requirements and specifications of County's RFP 25-004 for Bank Depository Services, attached as Exhibit B and incorporated by reference. The parties acknowledge and agree that Services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the parties.
4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Wells Fargo may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice(s) submitted by Wells Fargo, County shall notify Wells Fargo no later than twenty-one (21) days after the date County receives the invoice(s). If County does not dispute the invoice(s), then County shall pay each such approved invoice(s) within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty or expense to Fort Bend County. County shall remain liable for any Services rendered. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment not to exceed thirty (30) days pending verification of satisfactory work performed.
5. **Limit of Appropriation.** Wells Fargo clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Seventy-nine Thousand, Eight Hundred and 00/100 dollars (\$79,800.00) per year, specifically allocated to fully discharge any and all liabilities County may incur. Wells Fargo does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Wells Fargo may become entitled to and the total maximum sum that County may become liable to pay to Wells Fargo shall not under any conditions, circumstances, or interpretations thereof exceed Seventy-nine Thousand, Eight Hundred and 00/100 dollars (\$79,800.00) per year. The parties

agree that any change in the Services, including volumes and adjustments to Services, would impact the pricing set forth in the Exhibit "A" Response to RFP for Depository Bank Services.

6. **Public Information Act and Open Meetings Act.** Wells Fargo expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Wells Fargo shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Wells Fargo expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Wells Fargo for any reason are hereby deleted. Notwithstanding the foregoing, County agrees to reimburse Wells Fargo for any losses Wells Fargo may incur due to County's use of the Services.

During the term of this Agreement, Wells Fargo will indemnify, defend and hold harmless the County and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all losses or damages (collectively, "Losses") arising out of, resulting from or relating to 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 Wells Fargo or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of the County. In no event will Wells Fargo be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Wells Fargo, and regardless of the form of the claim or action or the legal theory on which it is based. Wells Fargo's liability under this indemnity will be limited to an amount not to exceed ten (10) times Wells Fargo fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Wells Fargo fees were incurred in such month, Wells Fargo fees incurred in the month in which the losses or damages were incurred).

8. **Applicable Law; Arbitration; Attorney Fees.** All disputes arising out of or relating to this Agreement will be governed by: (i) applicable Federal laws, (ii) applicable Texas law and local laws and regulations to the extent, in Wells Fargo's opinion, compliance would not conflict with applicable federal laws or industry banking practice or its own policies and procedures and (iii) Wells Fargo's Service Documentation, which governs the accounts and services to be provided and has been included with Wells Fargo's response to this RFP.

The parties hereto acknowledge that venue is proper in the Federal District Court of Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Wells Fargo in any way associated with the Agreement.

9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended (the "Anti-Boycott Statutes"), Wells Fargo hereby verifies that Wells Fargo and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Wells Fargo does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Wells Fargo does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Wells Fargo does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
 - e. To the extent that the Anti-Boycott Statutes applies to this Agreement, the certification shall be made subject to applicable U.S. federal law, including, without limitation, 50 U.S.C. Sections 4841-4843 and shall not survive termination of the Agreement. Terms used in Sections 19-20 of this Agreement, including without limitation "boycott energy companies" and "discriminate against a firearm entity or firearm trade association", will have the meanings assigned thereto in the Anti-Boycott Statutes.
10. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. Notwithstanding the forgoing, any Service Description may be amended in accordance with its terms, and, as changed, remains incorporated by reference herein with the same rules of priority set forth in Section 13 below.

11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, WELLS FARGO ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
12. **Use of Customer Name.** Wells Fargo may use County's name without County's prior written consent only in any of Wells Fargo's customer lists, any other use must be approved in advance by County.
13. **Conflict.** In the event of conflict among any of the referenced documents, such documents shall govern in the following order of precedence: (1) the text of this Addendum, (2) Exhibit A - Wells Fargo's Master Agreement, Amendment, and Response to RFP for Depository Bank Services, and (3) Exhibit B – RFP 25-004.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
15. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
16. **Electronic and Digital Signatures.** This Addendum 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"]). This amendment 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 counterpart 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 counterpart.
17. **Compliance with Laws.** Wells Fargo shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.
18. **Confidential Information.**

Wells Fargo will keep Confidential Information (meaning all non-public, confidential or proprietary information of County that is disclosed to Wells Fargo during the term of the Contract by County or any of its officers, employees, agents or representatives in connection with the provision of banking services, and includes, without limitation, all financial, technical or business information relating to County, including trade secrets, research and development test results, marketing or business plans, strategies, forecasts, budgets, projections, customer and supplier information, and any other analyses, computations or studies prepared by or for County confidential, and will not disclose Confidential Information to any person or entity, except disclosures:

 - (a) to federal and state bank examiners, and other regulatory officials having jurisdiction over Wells Fargo;
 - (b) to (i) Wells Fargo's Representatives (including, without limitation, all other banks and companies affiliated with Wells Fargo & Company, and their legal counsel, auditors, and other

professional advisors retained by Wells Fargo or its affiliates who need to know the Confidential Information for purposes of the Evaluation), and (ii) any rating agency of Wells Fargo, provided that each such individual or entity is informed of the confidential nature of the Confidential Information, and agrees to treat the Confidential Information as confidential in accordance with terms and conditions no less protective than as set forth in this Agreement;

- (c) required by law or legal process in the opinion of Wells Fargo's Representatives; or
- (d) otherwise authorized in writing by County.

In the event that Wells Fargo or any of its Representatives is, in the opinion of Wells Fargo's counsel, required by applicable law to disclose any Confidential Information, then Wells Fargo, unless prohibited by law, will provide notice of the legal process to County so that County, at its sole option (but without obligation to do so), and at its sole expense, may attempt to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

Wells Fargo in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

19. Independent Contractor. In the performance of work or services hereunder, Wells Fargo shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Wells Fargo or, where permitted, of its subcontractors. Wells Fargo and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

20. Further Assurances. Each party further agrees that it shall take any and all reasonably necessary steps and sign and execute any and all mutually agreeable and necessary documents or agreements required to implement the terms of the Agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.

21. Insurance.

A. Prior to commencement of the Services, Wells Fargo shall furnish County with properly executed certificates of insurance. Wells Fargo shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Wells Fargo shall obtain such insurance written on an Occurrence form from such companies having Bests rating or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 5. Professional Liability Insurance may be on a Claims Made form with limits not less than \$1,000,000.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). Liability policies written on behalf of Wells Fargo shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
 - C. If required coverage is written on a claims-made basis, Wells Fargo warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract.
 - D. Wells Fargo shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
 - E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
 - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Wells Fargo.

{EXECUTION PAGE FOLLOWS}

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IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Addendum is effective upon execution by both parties.

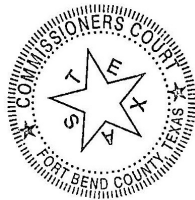
FORT BEND COUNTY

KP George
KP George, County Judge

August 26, 2025
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



WELLS FARGO BANK, N.A.

[Signature]
Authorized Agent – Signature

Brenda A Billard
Authorized Agent- Printed Name

Executive Director
Title

August 15, 2025
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ \$79,800.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement. The confirmation of availability of funds shall not prohibit Fort Bend County from incurring or paying additional fees as required under the Agreement.

[Signature]
Robert Ed Sturdivant, County Auditor

- Exhibit A: Wells Fargo's Master Agreement, Amendment, and
Response to RFP for Depository Bank Services
Exhibit B: FBC RFP 25-004

Exhibit A

**(Wells Fargo Master Agreement for Treasury
Management Services, Amendment and
Response to Request for Proposal for
Depository Bank Services)**

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
DEPOSITORY SERVICES					
Account Maintenance	\$ 5.00	137	98	235	1,175.00
Checks-Debits	\$ 0.10	3,290	4,238	7,528	752.80
Credits	\$ 0.10	1,033	923	1,956	195.60
On-Us Items Deposited	\$ 0.08	403	860	1,263	101.04
Local City				-	0.00
Transit Items	\$ 0.08	9,521	6,381	15,902	1,272.16
Local Clearing House				-	0.00
Local RCPC				-	0.00
Other 11th Fed				-	0.00
Encoding Charge				-	0.00
Reject Item				-	0.00
Stop Payment Charge - manual	\$ 2.00	19	24	43	86.00
NSF Charge	\$ 35.00			-	0.00
Commercial Deposit Cash Processing - branch per \$100	\$ 0.00090	381,552	2,197,668	2,579,220	2,321.30
Remote Deposit Capture				-	0.00
Remote Deposit Capture maintenance fee	\$ 8.00	8		8	64.00
Remote Deposit Capture-Credits	\$ 0.03	11,525	7,324	18,849	565.47
Remote Deposit Capture-Review Items	\$ 2.00			-	0.00
Remote Deposit Capture - On-Us				-	0.00
Remote Deposit Capture - Local City				-	0.00
Remote Deposit Capture - Transit				-	0.00
Remote Deposit Capture - Local Clearing House				-	0.00
Remote Deposit Capture - Local RCPC				-	0.00
Remote Deposit Capture - Other 11th Fed				-	0.00
Remote Deposit Capture - Deposit Correction	\$ 15.00			-	0.00
Remote Deposit Capture-Set Up Fee (One Time)	\$ -			-	0.00
Remote Deposit Capture PROGRAMMING (Per Hour)	\$ -			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
ADDITIONAL ACCOUNT SERVICES				-	0.00
Account Analysis Statement 822				-	0.00
Special Signature Requirement	N/A			-	0.00
Special Sig Requirement Items	N/A			-	0.00
Research-Copy of Statement (Per Statement)	No charge			-	0.00
Research (Per Hour)	No charge			-	0.00
Research Copies (Per Page)	No charge			-	0.00
Proof Deposit Corrections	N/A			-	0.00
Minimum Balance Fee	No requirement			-	0.00
Audit Confirmations	No charge			-	0.00
Courier Charges	N/A			-	0.00
Overdraft Deposit Transfer	N/A			-	0.00
Manual Book Transfer	N/A			-	0.00
Fed Pass Thru Charges	0.1275			-	0.00
				-	0.00
ACCOUNT ANALYSIS				-	0.00
AA - Third Party Pass Thru Fee	N/A			-	0.00
AA - Invoiced Account Analysis	No charge			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
ACCOUNT RECONCILIATION (ARP) & POSITIVE PAY				-	0.00
ARP - Partial Maintenance	\$ 15.00			-	0.00
ARP - Partial Items	\$ 0.02			-	0.00
ARP - Full Maintenance	\$ 15.00			-	0.00
ARP - Full Items	\$ 0.02			-	0.00
ARP - Full With Positive Pay-Checks Paid	Included			-	0.00
ARP - Deposit Service Maintenance	\$ 15.00			-	0.00
ARP - Deposit Recon Items	\$ 0.01		2	2	0.02
ARP - Data Transmission (In/Out)	\$ 1.00			-	0.00
ARP - Outgoing Transmission Fee	\$ 0.01			-	0.00
ARP - Manual Issues/Deletes	\$ 0.01			-	0.00
ARP - Postage	N/A			-	0.00
Positive Pay - Monthly Maintenance (Per Account)	\$ 25.00	131	11	142	3,550.00
Positive Pay - Paid No Issue Exception	\$ 0.50	-	30	30	15.00
Positive Pay - Paid Only Items		1,116	4,152	5,268	0.00
Positive Pay - ACH Paid Expectations	\$ 0.75	13	3	16	12.00
Positive Pay - ACH Returned Except	\$ 0.75	1	1	2	1.50
Positive Pay - Issued Checks	\$ 0.05	1,113	5,615	6,728	336.40
Positive Pay - Voided Checks	No charge	25	42	67	0.00
Positive Pay - Teller Presentment (Exceptions)				-	0.00
Positive Pay - Transmission				-	0.00
Positive Pay/ARP - File Reformatting				-	0.00
Positive Pay - Fax (Per Account)				-	0.00
Positive Pay Return (Paid No Return)	\$ 1.00		3	3	3.00
ACH Filter	\$ 2.00		1	1	2.00
AR ACH Pos Pay Monthly	\$ 2.00			-	0.00
AR ACH Pos Pay Exceptions	\$ 0.75			-	0.00
AR ACH Pos Pay Set Up	Waived for on-boarding			-	0.00
AR ACH Pos Filter Add	No charge			-	0.00
AR ACH Pos Filter Update	No charge			-	0.00
AR Paid Check Positive Pay Alone Payee	\$ 0.01			-	0.00
AR Paid Check Positive Partial Payee	N/A			-	0.00
AR Maintenance Positive Pay Full Payee Match	\$ 15.00			-	0.00
AR Paid Check Positive Pay Full Payee Match	\$ 0.02			-	0.00
AR ACH Positive Pay Return	\$ 0.75			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
ACH SERVICES				-	0.00
ACH - Maintenance	\$ 10.00			-	0.00
ACH - Batch Files	\$ 3.00	26	78	104	312.00
ACH - Per Item Process	\$ 0.03	9,630	9,805	19,435	583.05
ACH - Debits Originated	\$ 0.03	386	196	582	17.46
ACH - Credits Originated	\$ 0.03	1,654	1,142	2,796	83.88
ACH - Return Items or Reject (Debits and Credits)	\$ 0.50	7		7	3.50
ACH - Return Notification	No charge	4	10	14	0.00
ACH - Transmissions	\$ 3.00			-	0.00
ACH - Transmissions Output	\$ 3.00			-	0.00
ACH - Reversals	\$ 5.00		3	3	15.00
ACH - Credits Received	\$ 0.02			-	0.00
ACH - Debits Received	\$ 0.02			-	0.00
ACH - Addenda	\$ 0.01			-	0.00
ACH - Recleared Items	\$ 0.50			-	0.00
ACH - Transmittal Acknowledgements	No charge			-	0.00
ACH - Special Report (Monthly/Per Report)	N/A			-	0.00
ACH - Bank Initiated	N/A			-	0.00
ACH – Direct Send Set Up (One Time)	N/A			-	0.00
ACH - Corporate NACHA Output File	N/A			-	0.00
ACH - Research Request	No charge			-	0.00
ACH - Exception File	\$ 20.00			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
BALANCE REPORTING SERVICES				-	0.00
Previous Day Summary	\$ 10.00			-	0.00
Previous Day Detail	N/A			-	0.00
Previous Day Transactions	\$ 0.04			-	0.00
Current Day Summary	\$ 20.00			-	0.00
Current Day Summary (2-5)	N/A			-	0.00
Current Day Summary (6-10)	N/A			-	0.00
Current Day Summary (11+)	N/A			-	0.00
Current Day Detail	\$ 0.04			-	0.00
Intraday Transactions	\$ 0.04			-	0.00
Online ACH Module Maintenance	No charge			-	0.00
Online Wire Maintenance (Per Account)	No charge			-	0.00
AC Book Transfer-Repetitive	\$ 1.00			-	0.00
AC Book Transfer-Non-Repetitive	\$ 1.00			-	0.00
Bank Administration Request Fee	N/A			-	0.00
Bank Reports	\$ 10.00			-	0.00
Online Users Fee (Per User)	No charge			-	0.00
Internet Transfer Deposit	\$ 1.00	747	567	1,314	1,314.00
Online Stop Payment	\$ 2.00	10	34	44	88.00
Online Stop Payment Cancel	\$ 2.00			-	0.00
Balance Reporting Set Up Fee (One Time)	Waived for on-boarding			-	0.00
Software Support/Training	No charge			-	0.00
Manual Balance Reporting	N/A			-	0.00
Password Resets	No charge			-	0.00
Replacement Tokens	No charge			-	0.00
Qrecon - Monthly Maintenance	\$ 10.00			-	0.00
Qrecon - Per Items	\$ 0.01			-	0.00
BAI Maintenance	No charge			-	0.00
BAI Direct Transmission (Per Account)	\$ 25.00			-	0.00
BAI Direct Transmission (Setup)	Waived for on-boarding			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
COLLECTIONS				-	0.00
Collection - Incoming Item	Dependent on type of item			-	0.00
Collection - Outgoing Item	Dependent on type of item			-	0.00
Collection - Return	\$ 1.50			-	0.00
Collection - Wire Outgoing	\$ 4.00			-	0.00
Collections-Web Del Manual Key	N/A			-	0.00
Collections-Web Delivery Maintenance	N/A			-	0.00
				-	0.00
CONTROLLED DISBURSEMENT SERVICES				-	0.00
Cont Disbursement - Monthly Maintenance	\$ 50.00			-	0.00
Cont Disbursement - Items	\$ 0.08			-	0.00
				-	0.00
ELECTRONIC DATA INTERCHANGE				-	0.00
ACH EDI Corporate Advice	\$ 0.03			-	0.00
ACH EDI EOB Report Page	N/A			-	0.00
EDI Monthly Fees	\$ 15.00			-	0.00
EDI Origination Items	\$ 0.03			-	0.00
EDI Programming	No charge			-	0.00
EDI Value Added Network	N/A			-	0.00
EDI Service Setup Fee	N/A			-	0.00
EDI File Receiving	\$ 2.00			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
Online Payment System	E-Bill service - additional volume discussion required				
Online Payment System - Website Hosting Setup	Waived - \$2500			-	0.00
Online Payment System- Monthly Website Hosting	\$ 300.00			-	0.00
Online Payment System - Content Editor Setup				-	0.00
Online Payment System - Domain Name Registration				-	0.00
Online Payment System- Global Certificate				-	0.00
Online Payment System - Web Trend Reporting				-	0.00
Online Payment System- Standard Online Payment Setup				-	0.00
Online Payment System- Standard Online Payment Monthly Maintenance	\$ 1,000.00			-	0.00
Online Payment System - Software Based Payment Setup				-	0.00
Online Payment System- Software Based Payment Monthly Maintenance				-	0.00
Online Payment System Credit Card Transaction	\$ 0.01			-	0.00
Online Payment System eCheck Transaction	\$ 0.02			-	0.00
Online Payment System- Translation per Word				-	0.00
Online Payment System - File Transmission (Monthly)				-	0.00
Online Payment System- Programming (Per Hour)				-	0.00
Online Payment System- Online Shopping Cart Setup	N/A			-	0.00
Online Payment System- Online Shopping Cart Maintenance	N/A			-	0.00
				-	0.00
IMAGING SERVICES				-	0.00
Image - Exception Statement	N/A			-	0.00
Image - Statement w/Checks	N/A			-	0.00
Image - CD-ROM	N/A			-	0.00
Image - CD-ROM Credit	N/A			-	0.00
Image - CD-ROM Debit	N/A			-	0.00
Image - Online Statements	No charge			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
INVESTMENT SERVICES				-	0.00
Safekeeping - Federal Home Land Bank Fees	Separate safekeeping fee schedule			-	0.00
Safekeeping - Deposit/Withdrawal				-	0.00
Safekeeping - Maintenance - Book Entry				-	0.00
Safekeeping - Maintenance - FRB (Federal Reserve Bank)				-	0.00
Safekeeping - Maintenance - Physical				-	0.00
Safekeeping - Interest Collection				-	0.00
Safekeeping - Pledge/Release				-	0.00
Securities - Receive/Deliver Book Entry				-	0.00
Securities - Receive/Deliver FRB				-	0.00
Securities - Receive/Deliver Physical				-	0.00
Custody Acct Fee - Clearance				-	0.00
Custody - Acct Fee				-	0.00
				-	0.00
INVESTMENT SWEEPS				-	0.00
Investment - Money Fund Sweep	\$ 25.00	7	2	9	225.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
LOCKBOX SERVICES - WHOLESALE				-	0.00
Lockbox Wholesale - Monthly Maintenance	\$ 120.00		1	1	120.00
Lockbox Wholesale - Items	\$ 0.02		389	389	7.78
Lockbox - Item Encoding Charge	No charge			-	0.00
Lockbox - Invoice Capture Keystrokes	\$ 0.01			-	0.00
Lockbox - Remitter Keystrokes	\$ 0.01		14,450	14,450	144.50
Lockbox - Exception Notification	No charge			-	0.00
Lockbox - Exception Items	\$ 0.10			-	0.00
Lockbox - Data Transmission	\$ 125.00			-	0.00
Lockbox - Courier Prep	\$ 25.00			-	0.00
Lockbox - Postage	Pass-thru			-	0.00
Lockbox - No Check Mail	\$ 0.20			-	0.00
Lockbox - Special Reassociation	\$ 0.60			-	0.00
Lockbox - Additional Copies	\$ 0.15			-	0.00
Lockbox - Credit Card Processing	\$ 3.00			-	0.00
Lockbox - Deposits - Cash (Per Envelope)	\$ 12.00			-	0.00
Lockbox - Postage Due & Address Change	Pass-thru			-	0.00
Lockbox Budget - Monthly Maintenance	N/A			-	0.00
Lockbox Budget - Items	N/A			-	0.00
Lockbox -Walk-In Deposit	\$ 2.50			-	0.00
Lockbox - Blended	N/A			-	0.00
Lockbox - Per Deposit	\$ 0.10			-	0.00
Lockbox - Special Sort (1)	\$ 0.40			-	0.00
Lockbox - Special Sort (2-3)	\$ 0.40			-	0.00
Lockbox - Special Sort (4 - 5)	\$ 0.40			-	0.00
Lockbox - Programming (Per Hour)	Waived for on-boarding			-	0.00
Lockbox - Inactive Sort (Monthly)	N/A			-	0.00
Lockbox - Mail Forwarding (Up To 30 Days)	\$ 300.00			-	0.00
Lockbox - Mail Forwarding (Up To 90 Days)	\$ 300.00			-	0.00
Lockbox - Image Re-association (Check)	\$ 0.60			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
LOCKBOX SERVICES - IMAGING & WEB DELIVERY				-	0.00
Lockbox Web Delivery - Monthly Maintenance	\$ 0.05			-	0.00
Lockbox - Image Maintenance	\$ 175.00			-	0.00
Lockbox - Image Transmission	\$ 0.03			-	0.00
Lockbox - Image Items	\$ 0.04		14,141	14,141	565.64
Lockbox - Image CD-ROM	N/A			-	0.00
				-	0.00
LOCKBOX SERVICES - RETAIL				-	0.00
Lockbox Retail - Monthly Maintenance	\$ 125.00			-	0.00
Lockbox Retail - Items	\$ 0.35		11,540	11,540	4,039.00
Lockbox - Item Encoding Charge	No charge			-	0.00
Lockbox - Exception Notification	No charge			-	0.00
Lockbox - Exception Items	\$ 0.10		62	62	6.20
Lockbox - Data Transmission	\$ 0.015		19	19	0.29
Lockbox - Courier Prep	\$ 25.00			-	0.00
Lockbox - Postage	pass-thru			-	0.00
Lockbox - No Check Mail	\$ 0.20			-	0.00
Lockbox Retail- Stop File (Weekly/Monthly)	\$ 250.00			-	0.00
Lockbox Retail - Stop File (Daily)				-	0.00
Lockbox Retail - Stop File Rejects				-	0.00
Lockbox Retail - Coupon Rej >5%	\$ 0.40			-	0.00
Lockbox - Credit Card Processing	\$ 3.00			-	0.00
Lockbox - Deposits - Cash (Per Envelope)	\$ 12.00			-	0.00
Lockbox - Postage Due/Address Change	pass-thru			-	0.00
Lockbox Retail - Check Without Coupon	\$ 0.60			-	0.00
Lockbox - Image CD-ROM Check	N/A			-	0.00
Lockbox - Image CD-ROM Remittance	N/A			-	0.00
Lockbox Budget - Monthly Maintenance	N/A			-	0.00
Lockbox Budget - Items	N/A			-	0.00
Lockbox - Blended	N/A			-	0.00
Lockbox - Per Deposit	\$ 0.10			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
LOCKBOX SERVICES - RETAIL (cont'd)				-	0.00
Lockbox - Private Label Per Deposit	N/A			-	0.00
Lockbox - Rejects	\$ 0.20			-	0.00
Lockbox - Special Sort (1)	\$ 0.40			-	0.00
Lockbox - Special Sort (2-3)	\$ 0.40			-	0.00
Lockbox - Special Sort (4 - 5)	\$ 0.40			-	0.00
Lockbox - Programming (per hour)	Waived for on-boarding			-	0.00
Lockbox -Receivable Matching File (Weekly/Monthly)	\$ 75.00			-	0.00
Lockbox - Receivable Matching File (Daily)	\$ 5.00			-	0.00
Lockbox - Inactive Sort (Monthly)	N/A			-	0.00
E-Lockbox - Setup Fee	\$ -			-	0.00
E-Lockbox - Maintenance	\$ 100.00		1	1	100.00
E-Lockbox - Items	\$ 0.05		648	648	32.40
Lockbox - Mail Forwarding (Up To 30 Days)	\$ 300.00			-	0.00
Lockbox - Mail Forwarding (Up To 90 Days)	\$ 300.00			-	0.00
Lockbox - Image Re-association (Check)	\$ 0.60			-	0.00
Lockbox - Return Envelope (Per Envelope)				-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
OUTSOURCED DISBURSEMENT SERVICES				-	0.00
OSD - New Service Setup - Check or ACH Per File Type	Waived for on-boarding			-	0.00
OSD - New Service Setup - Check and ACH (Integrated Payables)	Waived for on-boarding			-	0.00
OSD - New Service Setup - Add Check or ACH to Existing Service	Waived for on-boarding			-	0.00
OSD - New Service Setup - Online Document Presentment	Waived for on-boarding			-	0.00
OSD - Additional Account Set-Up (To Existing File Type)	\$ 120.00			-	0.00
OSD - Signature Change Fee	\$ 120.00			-	0.00
OSD - Logo Change Fee	\$ 120.00			-	0.00
OSD - Monthly Service Maintenance Fee	\$ 100.00			-	0.00
OSD - Monthly Maintenance Fee - Online Doc. Presentment Branded Website	N/A			-	0.00
OSD - Monthly Maintenance Fee - Check to ACH Conversion (P-Net)	No charge			-	0.00
OSD - Custom Programming - Integrating Non-Standard Data Files (Per Hour)	N/A			-	0.00
OSD - Customer Programming - Other (Website, etc) (Per Hour)	\$ 120.00			-	0.00
OSD - Pulls (Per Item)	\$ 20.00			-	0.00
OSD - Pulls (Per Occurrence)	\$ 20.00			-	0.00
OSD - ACH File Translation (1 - 5,000) (Each)	\$ 0.02			-	0.00
OSD - ACH File Translation (1 - 5,0001 - 10,000) (Each)	\$ 0.02			-	0.00
OSD - ACH File Translation (10,001 - 30,000) (Each)	\$ 0.02			-	0.00
OSD - ACH File Translation (30,001+)	\$ 0.02			-	0.00
OSD - ACH Addenda Record per line	\$ 0.01			-	0.00
OSD - Online Documented Presentment - Per Page	\$ 0.10			-	0.00
OSD - Online Documented Presentment - Payee Registration/Activation (one time)	N/A			-	0.00
OSD - ACH to Check Conversion - Per Payment Converted	\$ 0.30			-	0.00
OSD - ACH to Check Conversion - Custom Campaign (Quote)	N/A			-	0.00
OSD - Express Handling Fee (Per Item)	pass-thru			-	0.00
OSD - Manual 9 x 15 Envelope Stuffing (Each)	\$ 1.20			-	0.00
OSD - Minimum File Charge (1-3)	\$ 4.00			-	0.00
OSD - Minimum File Charge (4+)	\$ 4.00			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
OUTSOURCED DISBURSEMENT SERVICES (cont'd)				-	0.00
OSD - Rush Processing (Per Item)				-	0.00
OSD - Postage	pass-thru			-	0.00
OSD - Pre-sort Fee (Per Item)	n/a			-	0.00
OSD - Positive Pay File (Per Item)	\$ 50.00			-	0.00
OSD - Additional Document Retention (Per Page Per 12 Months)	N/A			-	0.00
				-	0.00
PAYROLL CARD				-	0.00
PRC - Set Up Fee (One Time)	Payroll card is not available.			-	0.00
PRC - Card Database Maintenance (Per Card)				-	0.00
PRC-Delivery Postage				-	0.00
PRC-Rush Delivery (Per Card)				-	0.00
PRC-Generic V/MC Card Production (Per Card)				-	0.00
PRC-Custom V/MC Card Production (\$6/Per Card; Minimum Order 400 Cards)				-	0.00
PRC-Additional Inserts (Per Insert)				-	0.00
PRC-Pull and Expedite (Per Pull)				-	0.00
PRC-Pull and Destroy (Per Pull)				-	0.00
PRC-Pull and Re-Address (Per Pull)				-	0.00
PRC-Paper Report Request (Per Pull)				-	0.00
PRC-Program Set-Up Standard				-	0.00
PRC-Custom Programming (Per Hour)				-	0.00
PRC-Digitized Logo (One Time)				-	0.00
				-	0.00
RETAIL BRANCH SERVICES				-	0.00
Retail Services - Safe Deposit Box	Varies by location - provided by consumer bank			-	0.00
				-	0.00
RETURN ITEMS				-	0.00
Return Item - Redeposits	\$ 0.50			-	0.00
Return Item - Chargebacks	\$ 1.50	47	101	148	222.00
Return Item - Reclear	\$ 0.50			-	0.00
Return Item - Image Maintenance (Web) per account	\$ 10.00			-	0.00
Return Item - Image Item (Web)	\$ -			-	0.00
Return Item - Data Field Keyed	\$ 0.30			-	0.00
Return Item - File Transmission	\$ 10.00			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
VAULT SERVICES				-	0.00
Vault Svcs-Deposit (Per Deposit)	\$ 1.00			-	0.00
Vault Svcs-Cash Deposit Processing (Per \$100)	\$ 0.00090			-	0.00
Vault Svcs-Deposit Correction	\$ 8.00			-	0.00
Vault Svcs-Rolled Coin-Full Box	\$ 3.00			-	0.00
Vault Svcs-Rolled Coin-Partial	\$ 0.10			-	0.00
Vault Svcs-Bag of Loose Coin	\$ 5.00			-	0.00
Vault Svcs-Strap-Wrapper Supply				-	0.00
Vault Svcs-Locked Zipper Bag	N/A			-	0.00
Vault Svcs-Non Std Chg Order	\$ 3.50			-	0.00
Vault Coin Deposit Fed Ready Bag	\$ 3.00			-	0.00
Vault Cash Processing Envelope Deposit				-	0.00
Vault Svcs-Deposit Verification				-	0.00
Vault Svcs-Non Std Deposit Bag	\$ 5.00	-	916	916	4,580.00
Vault Svcs-Plastic Bag (19x28) (Per Box)	See supply catalog			-	0.00
Vault Svcs-Plastic Bag (22x33) (Per Box)	See supply catalog			-	0.00
Vault Svcs-Plastic Bag (15x20) (Per Box)	See supply catalog			-	0.00
Vault Svcs-Plastic Bag (20x20) (Per Box)	See supply catalog			-	0.00
Vault Svcs-Chg Order Same Day Delivery	\$ 3.50			-	0.00
Vault Svcs-Chg Order Late (After 10 AM)	\$ 3.50			-	0.00
Vault Svcs-Daily Fax Notification	N/A			-	0.00
Vault Svcs-Standing Change Order	\$ 3.50			-	0.00
Vault Svcs-Faxed Change Order	N/A			-	0.00
Vault Svcs-Standing Order Alt	N/A			-	0.00
Vault Svcs-Bag With Rolled Coin				-	0.00
Vault Svcs-Research (Per Hour)	No charge			-	0.00
Vault Envelope Adjustment	\$ 8.00			-	0.00
Vault Svcs - Change Order Currency (Per \$1000)	\$ 0.0010			-	0.00
Vault Svcs -Change Order	\$ 3.50			-	0.00
Vault - Phone Notification (Disc < \$100)				-	0.00
Vault Monthly Maintenance Fee (Per State)				-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
WIRE TRANSFERS				-	0.00
Wire - Monthly Maintenance (Per Account)	No charge			-	0.00
Wire - Incoming	\$ 2.00	24	27	51	102.00
Wire - Outgoing	\$ 4.00	94	2	96	384.00
Wire - Account Transfer	\$ 1.00			-	0.00
Wire - Account Transfer Phone	N/A			-	0.00
Wire - Outgoing PC Initiated	\$ 4.00		5	5	20.00
Wire - Standing Outgoing Transfer	\$ 4.00			-	0.00
Wire - Batch Wires Set Up Fee	No charge			-	0.00
Wire - Batch Book Transfer	\$ 1.00			-	0.00
Wire - Batch Outgoing Fed Wire	\$ 4.00			-	0.00
Wire - Batch Outgoing International	\$ 15.00			-	0.00
Wire - Branch Initiated (Without Pin)	N/A			-	0.00
Wire - E-Mail Advice	No charge			-	0.00
Wire - Fax Advice	N/A			-	0.00
Wire - Phone Advice	N/A			-	0.00
				-	0.00
ZERO BALANCE ACCOUNT SERVICES				-	0.00
ZBA - Master Account Monthly Maintenance	\$ 5.00			-	0.00
ZBA - Subsidiary Account Monthly Maintenance	\$ 5.00			-	0.00
				-	0.00
UNCOLLECTED FUNDS FEE	Rate of prime + 3%			-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
MERCHANT SERVICES	Merchant services confirmed not in scope per addendum				0.00
Per Item				-	0.00
Access (pre-paid cards)				-	0.00
Internet Discount				-	0.00
Internet Per Item				-	0.00
Address Verification (IVR)Discount fee				-	0.00
Address Verification (IVR)Transaction fee				-	0.00
Other Vendor Fees:				-	0.00
Debit Cards: Transaction Fees				-	0.00
PIN Debits				-	0.00
No PIN Debits				-	0.00
Transactions fees				-	0.00
Cancellation				-	0.00
Chargeback/Return				-	0.00
Equipment Lease/Purchase: Terminal/Printer Unit(s)				-	0.00
Lease				-	0.00
Purchase				-	0.00
Credit Card Swiping Computer Keyboard: Card Readers				-	0.00
Mobile Cradles				-	0.00
Wireless Terminal/Printer Unit(s)				-	0.00
Wireless Capable Terminal/Printer Unit(s)				-	0.00
Supplies				-	0.00
Shipping Expenses for Supplies				-	0.00
Handling Expenses for Supplies				-	0.00
Monthly Statement Fee				-	0.00
Annual Fee				-	0.00
On-line Reporting Access Fee				-	0.00
Breach Insurance Fee: per MID				-	0.00
PCI Compliance Fee: per Group				-	0.00
PCI Compliance Fee: per MID in Group				-	0.00
Next Day Funding Fee: per MID				-	0.00
Retrieval Fee:				-	0.00
URL Software Set up Fee				-	0.00
URL Monthly Fee				-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
CHECKS AND DEPOSIT TICKET				-	0.00
1 pt deposit, loose 3.4 x 7" Static MICR 1/0	Please see Superior Press guide			-	0.00
100,000 and greater				-	0.00
80,000 - 99,999				-	0.00
5,000 - 9,999				-	0.00
2,000 - 4,999				-	0.00
1,000 - 1,999				-	0.00
1 - 999				-	0.00
2 pt deposit, booked in 50's 3.4 x 8.75" Static MICR 1/0	Please see Superior Press guide			-	0.00
50,000 and greater				-	0.00
40,000 - 49,999				-	0.00
30,000 - 39,999				-	0.00
20,000 - 29,999				-	0.00
10,000 - 19,999				-	0.00
5,000 - 9,999				-	0.00
1 - 4,999				-	0.00
3 pt deposit, snap-out 3.4 x 8.375" Static - MICR 1/0	Please see Superior Press guide			-	0.00
50,000 and greater				-	0.00
20,000 - 49,999				-	0.00
10,000 - 19,999				-	0.00
5,000 - 9,999				-	0.00
1 - 4,999				-	0.00
4-Part Deposit Tickets	Please see Superior Press guide			-	0.00
Per 1,000				-	0.00
Deposit Slips				-	0.00
Custom Laser Checks - various standard colors 8.5 x 11" check bottom	Please see Superior Press guide			-	0.00
100,000 and greater				-	0.00
50,000 - 99,999				-	0.00
30,000 - 49,999				-	0.00
10,000 - 29,999				-	0.00
5,000 - 9,999				-	0.00
2,500 - 4,999				-	0.00
1 - 2,499				-	0.00

Fort Bend County

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
Custom Laser Checks - various standard colors 8.5 x 11" 3 to a page	Please see Superior Press guide			-	0.00
100,000 and greater				-	0.00
50,000 - 99,999				-	0.00
30,000 - 49,999				-	0.00
10,000 - 29,999				-	0.00
5,000 - 9,999				-	0.00
2,500 - 4,999				-	0.00
1 - 2,499				-	0.00
Custom Laser Checks - various standard colors MICR encoded, black overprints, standard consecutive numbering 8.5 x 11" check bottom	Please see Superior Press guide			-	0.00
100,000 and greater				-	0.00
50,000 - 99,999				-	0.00
30,000 - 49,999				-	0.00
10,000 - 29,999				-	0.00
5,000 - 9,999				-	0.00
2,500 - 4,999				-	0.00
1 - 2,499				-	0.00
Single Desk End Stub Checks - Per 300				-	0.00
Per 150				-	0.00
With 7 ring Register Binder - Per Binder				-	0.00

ESTIMATED TOTAL MONTHLY SERVICE CHARGES

23,418.98

Do you charge per ID number and per account?

Yes x

No _____

THE EARNINGS CREDIT RATE WILL BE BASED ON:

Bank managed rate - initial rate of 3.10%

PLEASE PROVIDE OPTIONS AND PRICING FOR ANY/ALL ADDITIONAL SERVICES THAT MAY BE AVAILABLE NOW OR IN THE FUTURE THAT FORT BEND COUNTY MAY DECIDE TO UTILIZE.

Vendor Name:

Wells Fargo

Representative Name:

Brenda Pollard

Representative Title:

Relationship Manager

Signature:



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”) formerly known as 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 15 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 York, without reference to its principles of conflicts of laws ("Governing Law").

13. Arbitration agreement. Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.

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 the Borough of Manhattan, New York City, in the State of New York 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

Amendment to Master Agreement for Treasury Management Services

Treasury Management Services

Introduction

This Amendment supplements and modifies the Master Agreement for Treasury Management Services (“Master Agreement”) for Fort Bend County. “You,” “your” or “yours” refers to the customer identified in the immediately preceding sentence. The terms “we,” “us,” or “our” refer to the Bank. Capitalized terms used but not defined in this Amendment are defined in the Master Agreement. This Amendment constitutes part of the Service Documentation as defined in the Master Agreement. If there is a conflict between this Amendment and the Master Agreement or other Service Documentation, this Amendment will control. Except as expressly modified by this Amendment, all terms and provisions of Master Agreement and Service Documentation will continue to apply with full force and effect.

Amendment

We agree that the Master Agreement governing our relationship with you is amended as follows:

1. The following text is added at the end of Section 3 of the Master Agreement (titled “**Changes to services**”):

“Notwithstanding the immediately preceding paragraph, through the Initial Term End Date (as defined below) Bank will not change the fees for Services reflected on Attachment A, except:

- in order to reflect the impact of any change in Applicable Law;
- in the event your Service usage volume is materially lower than that reflected on Attachment A;
- for changes to Bank’s pricing methodology for Services, including element IDs associated with a Service, so long as the change does not increase the total price of the Services to you (unless permitted under one of the two immediately preceding bullet points).

If you implement additional Services not described on Attachment A prior to the Initial Term End Date, the fees for such additional Services will be as disclosed to you in connection with the implementation of such additional Services.”

2. The following text is added at the beginning of Section 4 (titled “**Term and termination**”) as a new first sentence:

“Subject to the termination provisions below, the initial term of this Agreement will commence on September 1, 2025, and expire on June 30, 2029, (“Initial Term End Date”), and this Agreement may be extended for not more than one (1) additional two (2)-year extension terms by your and our mutual consent.”

3. The text of Section 12 (titled “**Governing Law**”) is deleted in its entirety and replaced with the following:

"Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of Texas, without reference to its principles of conflicts of laws ("Governing Law")."

4. The text of Section 14 (titled "**Jurisdiction**") is deleted in its entirety and replaced with the following:

"Jurisdiction. For any proceedings regarding this Agreement (other than a proceeding subject to arbitration), you and we each hereby irrevocably submits to the jurisdiction of the courts of Texas or the federal courts located there and irrevocably agrees that all claims relating to the proceeding may be heard or determined in those courts."

5. The following text is added to the end of the Master Agreement as a new Section 17:

"Anti-Boycott Statute Verifications. To the extent that Chapters 2271, 2274 and 2276 of the Texas Government Code (the "Anti-Boycott Statutes") apply to this Agreement and subject to applicable U.S. federal law, including, without limitation, 50 U.S.C. Sections 4841-4843, we verify that:

- We do not, and will not during the term of this Agreement, boycott Israel;
- We do not, and will not during the term of this Agreement, boycott energy companies; and
- We do not, and will not during the term of this Agreement, have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association.

The foregoing verifications will not apply to the extent the Anti-Boycott Statutes do not apply to this Agreement. Terms used in this Section, including without limitation "boycott Israel", "boycott energy companies" and "discriminate against a firearm entity or firearm trade association", will have the meanings assigned thereto in the Anti-Boycott Statutes."

WELLS FARGO BANK, N.A.

By: [Signature]
Name: Brenda A Polard
Title: Executive Director
Date: August 15, 2025

Fort Bend County

By: _____
Name: _____
Title: _____
Date: _____

Attachment A
Pricing for Specified Treasury Management Services
See Attached



Fort Bend County

Response to Request for Proposal for Depository Bank Services
RFP 25-004

January 28, 2025

Submitted by:

Brenda Pollard
Relationship Manager
512-344-6711
brenda.pollard@wellsfargo.com

Lia Givens
Treasury Management Consultant
214-681-6109
lia.givens@wellsfargo.com



Brenda Pollard
Executive Director
Relationship Manager

Wells Fargo Bank, N.A.
1000 Louisiana St.
Ninth Floor
Houston, TX 77002

January 28, 2025

Cheryl Krejci
Fort Bend County Purchasing Department
301 Jackson St., Suite 201
Richmond, TX 77469

Dear Fort Bend County Evaluation Committee,

We're excited to present Fort Bend County (the County) our response to your Request for Proposal (RFP) for Depository Bank Services (RFP 25-004). Our philosophy is to help the County meet your strategic goals by providing dedicated service, innovative technology, an array of banking resources, and a consultative approach delivered by your relationship team.

Fort Bend County is growing, and with that growth comes the need for a partner bank with technology at its core. Wells Fargo specializes in treasury management and focuses on our Government Banking customers' financial success. We're committed to providing the services proposed (except as noted) and can also perform an independent review of your operations to evaluate your processes and recommend ideas to streamline your banking activities. This can help your staff increase their efficiencies with day-to-day tasks. Our consultative business process reviews are a differentiator.

Our services integrate seamlessly, and we pride ourselves on our ability to work with many enterprise resource planning (ERP) systems and help manage transitions. We're also proud to offer in-house safekeeping capabilities, so you'll only have one provider for all your interactions.

We want you to view a bank transition as an opportunity to reengineer your treasury operations, and we have the team to help you do just that. Along with your dedicated relationship team, we assign an implementation consultant to oversee new service implementations, helping to ensure that services operate correctly, and your staff gain confidence in using your new services from the very first day.

Wells Fargo is pleased to offer the County the following financial incentives:

- Waiver of the first 15 months of account analysis fees with no cap (estimated to be more than \$270,000), including setup and programming fees

- Supply credit of \$50,000 to be used for deposit slips and bags, stamps, and remote deposit scanners
- Bank-managed earnings credit rate (ECR) of 3.10%
- Option for the County to have a no-fee banking relationship by maintaining compensating balances
- A 4.26% overnight investment sweep rate (Institutional share class as of January 13, 2025)

In closing, we want to thank you for considering our proposal. We're excited about the future and our opportunity to build upon our relationship with the County. Know that our team is committed to working hard to earn your business each and every day. To support you now and in the future, Wells Fargo combines the right people, products, and technology to set the standard for excellence.

Sincerely,



Brenda Pollard
Executive Director
Government Banking



Treasury Management Consultant
Executive Director
Government Banking

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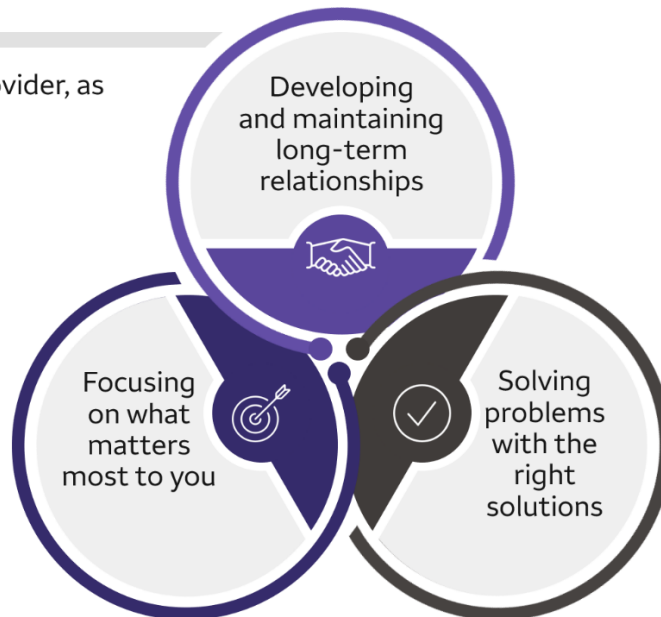
Executive summary

As a respected government entity, the County has an obligation to safeguard the funds and personal information with which the public entrusts you. You must manage taxpayer dollars wisely, with integrity, and to the benefit of the diverse communities you serve every day.

You're also tasked with delivering quality services to your community on a tight budget and with limited resources — all while maintaining a high standard and under the scrutiny of your constituents and regulators.

By issuing your RFP, you've made clear your intention to work with the financial services provider that best reflects your financial goals, values, and strategic direction.

Wells Fargo is that provider, as demonstrated by our commitment to:



Developing long-term relationships

We've been looking forward to the opportunity to develop a relationship with you and are genuinely excited to respond to your RFP.

Through previous conversations we've had with you, we know that you want a treasury services provider that will listen, learn, and advise. We listen to customers by providing valuable forums such as our customer advisory council. We learn through an initial business process review where we observe how you currently run your operations. We then advise by meeting with you regularly to discuss concerns and suggest improvements.

Solving problems with the right solutions

We're fully committed to supporting the County through innovative and automated services.

Based on our understanding of the County's current needs, future goals, and what you value most in a banking provider, we've focused our response on the following solutions.

Goals	Solutions for the County
ERP integration	We have existing interfaces with a wide variety of accounting, ERP, and treasury workstation systems, including Infor Lawson, and we can support the transition to your new ERP system.
Cost savings	We provide a full suite of electronic services that have the potential to replace manual processes, helping to provide cost savings in the form of added efficiencies.
Visibility and control	You can track and manage your cash flow more effectively with our customizable information reporting.
Enhanced banking structure	The County can choose from several account structures that meet your needs, including subaccounting, sweep accounts, controlled disbursement, and other liquidity solutions designed to help improve your cash flow and balance sheet.
Strong banking relationship	The County's relationship team consists of tenured experts who can use their knowledge and experience to help you stay up to date on new technologies and common challenges.
Dedicated service organization	Your dedicated client service officer is part of the treasury management organization and can assist with a wide range of inquiries.
Fraud prevention tools	We offer many solutions, such as positive pay, ACH fraud filter, and payment authorization, that put controls in place to help prevent fraud.
Increased automation	Services like consolidated payables and receivables streams, faster payment methods, and embedded banking services such as application programming interface (API) have the potential to reduce strain on information technology (IT) resources and accelerate automation.

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Our proposal expands on each of these areas and provides further details on how we can meet your RFP requirements.

Focusing on what matters most to you

We recognize that there are many financial institutions competing for your business. However, we strongly believe that we're well qualified to be your treasury services provider because we prioritize the things that matter most to you.

Here are some of the areas where we strive to differentiate ourselves from our competitors.

Experienced, dedicated relationship team

It's a major decision to select your financial provider. While technology is extremely important, people play a critical role in any successful banking relationship. You'll work with a dedicated relationship team that includes the following:

- **Relationship Manager Brenda Pollard:** Brenda will meet with you on a regular basis, coordinate internal experts to provide solutions, resolve any of your concerns, and take responsibility for your satisfaction.
- **Treasury Management Consultant Lia Givens:** Lia leads your treasury management team and provides customized solutions that make your financial processes easier and more efficient.
- **Relationship Associate Jennifer Foster:** You can call Jennifer whenever Brenda is out of the office. She can help you with account maintenance and signature changes.
- **Dedicated Client Service Officer (TBD):** They provide day-to-day support for all your treasury management services. They act as a liaison between you and our operations groups to resolve issues in a timely manner.

A successful transition

We assign an implementation consultant to oversee new service implementations, helping to ensure that services operate correctly, and your staff gain confidence in your new services from the very first day. Your implementation consultant develops the implementation schedule and documents the process from kickoff to go-live. In addition, your dedicated relationship, sales, and service teams will engage throughout the process.

Innovation

We're in one of the most exciting times in our history, with rapid technological advancements leading the progress in so many areas that touch our daily lives. That's why we've invested heavily in innovation and strengthening our digital foundation while reducing risk and transforming our business to meet evolving customer needs.

Enabling Wells Fargo's journey to a digital-first company

We're modernizing our IT infrastructure led by a hybrid cloud strategy to drive technological speed, agility, and scalability while maintaining our strong focus on stability and security. This strategy allows us to innovate faster. We're also leveraging advanced technology like artificial intelligence (AI) and machine learning to power the future of personalized experiences for our customers.

Adopting a customer-centric posture

Our goal is to provide you with more value by combining your in-person and digital experiences. For example, we've recently launched:

- A mobile application with an AI-powered virtual assistant
- An enhanced digital experience for our commercial and corporate customers
- Upgraded payment and lending platforms

These shifts allow us to support a seamless and integrated experience across all of our platforms to help you more easily achieve your financial goals.

Supporting a sound risk management framework

We're unwavering in our commitment to maintaining our baseline of risk and control and supporting Wells Fargo's strong risk management framework. Additionally, security and stability remain top priorities — we strive to provide the highest level of cybersecurity and protections to safeguard data, privacy, and your financial assets.

We've built and maintained secure systems and a resilient infrastructure with effective solutions that help ensure you have 24/7 access to your accounts and mobile and online banking platforms.

Commitment to communities

Through our businesses and the Wells Fargo Foundation, we align our resources and expertise to make a positive impact in communities, address complex societal issues, and help build a more inclusive, sustainable future for all.

We provide grants to nonprofit organizations working to strengthen the resiliency of our communities and our planet with a focus on supporting nonprofits that strategically align with our funding priorities: financial health, housing affordability, small business growth, and sustainability and environmental justice.

We prioritize funding to activities and programs that have a broad reach and support the needs of underserved communities and advancing racial equity. Please see Tab A of the Appendix section for information about Wells Fargo's investment in Houston and the surrounding areas.

We work every day to earn your business

In the response that follows, we provide further detail about the specific products we recommend, as well as our approach to delivering services. More importantly, we emphasize our desire to establish a collaborative relationship that helps give you what you need to be successful for the long term. We look forward to continuing the conversation with you to get this important initiative underway.

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Tab 1. Scope of work and specifications

- **Describe your firm’s philosophy, approach and preferred methods for meeting requirements and/or deliverables in the Specifications.**

We put our customers at the center of every decision we make. Through ongoing conversations, we hear what customers want from their treasury services — and how they want to use and access them. Since 1852, we’ve remained dedicated to satisfying our customers’ financial needs and helping them succeed financially.

We are committed to being one of the best treasury management banks. Our investment in people and systems has built the infrastructure to support high quality service and implementation. We’re confident that we can deliver the products and services needed for the County to be successful in your daily operations and in meeting your strategic goals. We’re prepared to share ideas on how to best use treasury services in a sustainable and standard way.

- **Provide the greatest amount of meaningful detail possible to describe the proposed services. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues FBC should be aware of.**

In the following section, we provide detailed information about how Wells Fargo can meet your requirements.

Specifications

27.1 Depository

- 27.1.1 The County currently has one hundred forty-seven (147) interest-bearing accounts and six (6) non-interest bearing accounts and one (1) Controlled Disbursement account. Additional accounts may be opened at any time. The earnings credit on the non-interest bearing accounts shall apply against the monthly service charges for other bank services.**

Wells Fargo offers all the account types requested by the County.

Following is additional information about our Controlled Disbursement service.

Controlled disbursement

With controlled disbursement, you issue checks drawn on a unique routing transit number. We provide early morning notification of the dollar amount of checks that will clear against your controlled disbursement account that night. You can receive reports to easily monitor and manage your check disbursement activity online.



Controlled disbursement can help you

- Better calculate your cash position early in the day
- Take advantage of market rates for daily investment and borrowing decisions while eliminating idle balances and overdraft charges
- Protect your accounts from fraud by using one of our required positive pay services



Reporting options

You can receive notification of your check disbursement activity and view, print, and download reports in the following ways:

- Online: View your summary presentment totals through our online banking platform. You can also access the following standard reports:
 - Controlled Disbursement Summary (funding totals)
 - Controlled Disbursement Detail
 - Intraday and Previous Day Composite
- Mobile device: Access a controlled disbursement report through the browser of a mobile device or through our Wells Fargo VantageSM app*
- Email, text, or mobile notification: Receive summary presentment totals by email, text message, or mobile notification
- Electronic file: Receive a BAI V2 file format transmission†

* If you use an iPhone or iPad, download our app from the Apple App Store®. If you use an Android, download our app from Google Play™.

† The BAI transmission is available 30 minutes later than other reporting methods.



Positive pay

Positive pay is a required service for all controlled disbursement accounts. The service identifies checks that may be fraudulent or unauthorized by matching those presented against your account to your file of issued checks. We provide additional about this service later in our response.

27.1.2 The Depository Bank will transfer ending daily ledger balances in the accounts designated by the County to a Money Market Mutual Fund, selected by the County, which meets the requirements of Texas Government Code Ann. Chapter 2256.

Our Money Market Mutual Fund^{*†} option automatically sweeps excess collected balances into the Allspring Government Money Market Fund.

^{*} Not FDIC insured, no bank guarantee, and may lose value.

[†] Additional fees may apply.

Because funds stay invested until you need them, you can generate earnings without sacrificing access to your cash.

If your checking account balance is above your target balance at the end of the day, we automatically sweep the excess balance from your account into an FDIC-insured omnibus account^{*} at the bank. At the beginning of the **next business day**, we transfer the funds to the money market mutual fund custodian. The custodian invests funds in a non-FDIC insured, non-bank guaranteed money market mutual fund.[†]

^{*} Funds transferred to the omnibus account are eligible for FDIC insurance up to the allowable limit. Additionally, government deposits remain collateralized in accordance with state or federal law. We hold funds in your organization's name until released for investment the following business day.

[†] This statement is just a summary. For complete information, please see the Wells Fargo Stagecoach Sweep® Service Description and the current prospectus for the Allspring Funds®. 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. Your investment in a money market mutual fund will be pooled with funds belonging to other investors in an omnibus investment account in the name of Wells Fargo as agent on behalf of all its customers invested in the money market mutual fund. An investment in a money market mutual fund is not insured by the FDIC or any other government agency. Although the mutual funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market mutual fund. In addition, mutual funds are not guaranteed by Wells Fargo and may lose value. For more information regarding the money market mutual fund investment sweep option, obtain a current prospectus for the money market mutual fund by visiting allspringglobal.com, by calling 1-800-260-5969, or by contacting your Wells Fargo relationship manager, Brenda Pollard. Consider the investment objectives, risks, charges, and expenses of the investment carefully before investing. This information can be found in a current prospectus.

27.1.3 Pertinent information about these accounts is provided in Exhibit C. The county uses a multi-tiered approach to banking, where different levels within bank accounts may vary depending on the specific financial needs. The previous day's ending ledger, collected and sweep account balances will be accessible by 8:00 o'clock a.m. each business day via computer terminal.

Our online previous day reporting includes all transaction types that post to your accounts. We update previous day information by 5:30 a.m. Central Time Tuesday through Friday and by 7:30 a.m. Central Time on Saturday, though it's often available sooner.

27.1.4 The County will make deposits to the accounts at various times during the business day and will require the Depository Bank to give the same day ledger credit on deposits the bank receives before 4:00 o'clock p.m.

Our cutoff times for same-day ledger credit vary based on how you make your deposit.

Cash vault by armored courier service

Different deadlines apply for cash only, check only, and mixed deposits of cash and checks. The following table lists our cutoff times for deposits, in local time.

Cash vault site	Deposit deadline		
	Cash-only	Check-only	Mixed
Houston	5:00 p.m.	5:00 p.m.	4:00 p.m.

Branch deposit services

- **Deposit-enabled ATM** — ATM deposits made before 9:00 p.m. local time will be posted on the same business day. You receive credit the next business day for deposits you make after the deadline, on weekends, and on federal holidays.
- **Night depository** — Once we process your deposit, you receive same-day credit for cash and check deposits made prior to the cutoff time.
- **Teller line** — You receive same-day ledger credit for both cash and check deposits made by branch closure, local time.

Proximity study of branch depository services

In Tab B of the Appendix section, we include the deposit deadlines for bank credits on the same day of deposit* for the branches, night depository locations, and deposit-enabled ATMs located in Fort Bend County.

* The bank credits deposits made after deadlines, on weekends, and on federal holidays, on the next business day.

27.1.5 Depository Bank will have all departments work with the Fort Bend County Tax Assessor-Collector and their various departments daily during tax season to verify incoming and outgoing funds for investment purposes. This will be done without a cost to the County.

The County can access a number of reports through our online banking platform. Should you need additional assistance, you can contact your dedicated client service officer.

27.1.6 The level of available funds in all accounts will be determined by the Federal Reserve's most current availability schedule.

We determine availability in accordance with applicable law and Wells Fargo's availability policy. Our policy considers factors such as (but not limited to) the routing transit number on the check, deposit location, and deposit method (for example, branch, deposit-enabled ATM, or remote deposit capture).

We calculate availability on an item-by-item basis. We give immediate availability for on-us items, except for our controlled disbursement items. Those items are available on the following business day.

Please see Tab C of the Appendix section for our availability schedules.

27.2 Positive Pay and Automated Clearing House (ACH) Positive Pay: The County requires the Depository Bank to provide all Positive Pay Services and Fraud prevention products to the County. All reports sent by the Depository will be sent to the various County Departments via Secure File Transmission and be able to receive web-based file transmissions. Any services that will assist the County in securing public funds in accounts will be mandatory. At a minimum, values to be compared are the account number, check number, date, amount, and payee.

Positive pay is an important tool for assisting with reducing losses due to check fraud or check processing errors. With our same-day* and next-day positive pay services, we identify checks that may be fraudulent or unauthorized by matching checks presented against your account for payment to the check issue information that you provide us. We report positive pay exceptions to you through our fraud manager tool on our online banking platform. You view exceptions — including images — then make decisions to pay or return.

* Requires use of our controlled disbursement service.

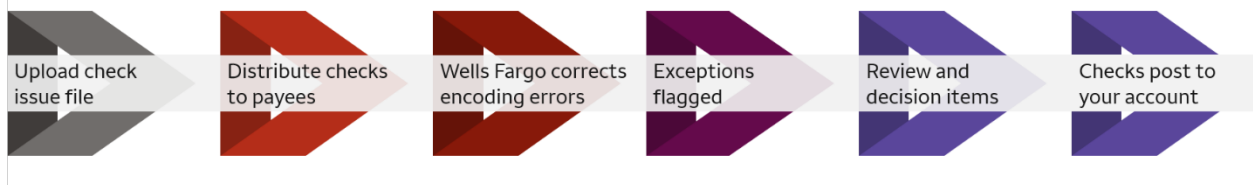
With positive pay and our optional payee validation service, we review checks presented at the teller line to discover unauthorized items early in the presentment process.



Same-day positive pay

Perfect Presentment, our same-day positive pay service,^{*} identifies all stop payment items and positive pay exceptions. We correct exceptions that are due to encoding errors before they post to your account. Subsequently, the daily funding totals that we report to you always match your posting totals.

^{*} Requires use of our controlled disbursement service.



You can send your check issue information to Wells Fargo by transmission or through our online banking platform. When you use our online service,^{*} you can upload an Excel file or manually enter the check information. We accept check issue information 24 hours a day, seven days a week. If we receive your check issue information prior to 10:00 p.m. Central Time, then we update your check issue information in our system that day. We capture your check issue information more than 50 times each day.

You can view exception images quickly and easily and then make pay or return decisions using our online banking platform or mobile app.[†]

^{*} For current system requirements, see wellsfargo.com/vantagesystemrequirements.

[†] Download the latest version of our Wells Fargo Vantage app available for your device from the Apple App Store or Google Play store.

Exception reporting and decision deadlines

Same-day positive pay exception reporting

You receive exceptions and images on day one beginning at 3:00 p.m. CT through 7:30 p.m. CT.

You make your pay or return decisions on day two (the following day) by 2:00 p.m. CT.



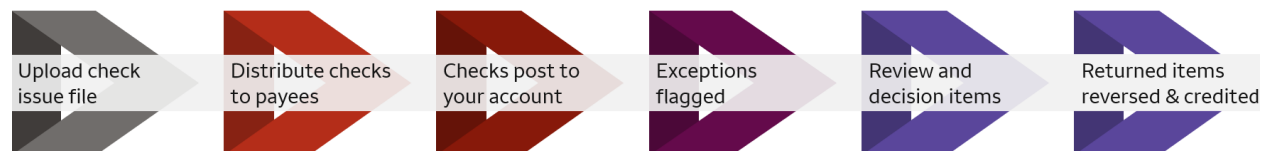
Next-day positive pay

Positive Pay, our next-day positive pay service, compares checks presented against your account to your issue file information after the checks post. We review all positive pay exceptions, reverse checks that we can correct (such as those with encoding errors), and repost them the following business day. This feature helps save you time and money because we research and resolve the majority of your exception items for you.

You can view exception images quickly and easily and then make pay or return decisions using our online banking platform* or mobile app.†

* For current system requirements, see wellsfargo.com/vantagesystemrequirements.

† Download the latest version of our Wells Fargo Vantage app available for your device from the Apple App Store or Google Play store.



Exception reporting and decision deadlines

Next-day positive pay exception reporting

Option 1

You receive exceptions by 9:00 a.m. CT.

You make your decisions by 2:00 p.m. CT.

Option 2

You receive exceptions by 11:00 a.m. CT.

You make your decisions by 4:00 p.m. CT.



Additional features

Positive pay at the teller line

Ensuring check verification at the teller window is one of the most important ways to help minimize the risk of fraud associated with making payments by check.

For all positive pay services, we capture check issue files more than 50 times a day, seven days a week. Your positive pay check issue information reaches our tellers in all our branches within 30 minutes of receipt.

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Tellers validate checks presented at our teller windows by matching the serial number and dollar amount of the check to your check issue information.

Payee validation

You can add our optional Payee Validation service to a positive pay service.

You include payee names in your check issue file exactly as they appear on your checks. We validate payee names on all checks presented for cashing at our teller windows and on deposited checks above the threshold dollar amount. We pay payee matches and report payee mismatches to you through our online fraud management tool. As with our positive pay services, you make your pay or return decisions through our online banking platform or mobile app.

ACH positive pay

We provide detailed information about our service in our response to question 27.6.

27.3 Aggregate Overdraft Protection: For determining cash overdrafts, the daily cash balance in all County accounts will be added together and if a negative balance occurs, then the County's account is to be considered to be over-drafted. An applicable insufficient funds fee may then be charged.

We calculate overdrafts on an individual account level. Your relationship manager, Brenda Pollard, will set overdraft fees on a per item basis. We do have a daily cap on overdraft fees with a maximum of four overdraft fees per account per day, and the earnings credit allowance can offset overdraft fees.

Interest assessed

If an overdraft occurs in the funding account, we assess an interest charge on collected balance overdrafts, as well as a per item fee for each overdraft.

Interest rate basis

The standard interest rate is based on the prime lending rate +3%.

The formula for our uncollected funds (UCF) fee uses that interest rate basis as the overdraft rate, applying this formula:

$$(\text{average daily negative collected balance} \times \text{overdraft rate} \times \text{days in period}) \div (360) = \text{UCF fee}$$

27.4 Reconciliation: The County requires the Depository Bank to have the ability to download identifiable transaction details surrounding debits and credits via a website on a daily and/or monthly basis identified by the type of transaction and in a format acceptable to the County. The Depository Bank must have the ability to identify adjustments by type of transaction (proof, vault, return item, etc.) and relate to both the location and original deposit and this must be on balance reporting and bank statements. The Depository Bank will have the ability to provide ARP/Positive Pay reports in print and/or electronic formats. The Depository Bank will provide an indexed image file of returned, outstanding, and cleared checks. The Depository Bank will also provide an account reconciliation report.

Reporting is available for all accounts through our online banking platform and mobile app. Users have access to an account dashboard and can search transactions and view reports. To save time, users can create, save, and share reports with other authorized users. View and download options vary by report but include HTML, PDF, Excel, CSV, and BAI V2.

To automate this process, we also support multiple options for file delivery into systems ranging from basic accounting packages to ERP systems.

Online

Our unattended file transfer service helps you download custom or standard reports, automatically and securely, from our online information reporting service. Download options vary by report and include PDF, Excel, CSV, and BAI V2. You can schedule reports to run and download daily, weekly, or monthly.

Transmission

BAI V2

We provide industry standard BAI V2 formatted reporting through our Direct BAI file transfer service. Previous day BAI V2 and ISO 20022 XML files are available by 5:30 a.m. Central Time Tuesday through Friday and by 7:30 a.m. Central Time on Saturday, though files are often available sooner. You can receive intraday files as often as you need, on the schedule of your choice.

Consolidated receivables

Our consolidated receivables service is an additional reporting option that provides detailed transaction and remittance information for cash application and posting. We consolidate your incoming electronic and paper receivables information for a variety of payment types, including:

- ACH
- Wires
- Lockbox

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- Electronic deposits
- Merchant payments for Wells Fargo Payment Gateway® customers
- Online bill payments

We translate the data, format the file based on your preferences, and send you a secure transmission file that you can use to update your receivables system automatically.

You can choose to receive information in one or more of our standard formats:

- ANSI 820
- ANSI 823
- ISO 20022 XML
- Modified Nacha or flat file

We also support most proprietary formats.

API

With our API solution, you can connect directly to the bank to retrieve your account balances and transaction details, bypassing the need to sign on to banking systems and administer users within your organization on our platform.

We build and test API functionality. In a sandbox, your developers use programming code from the Wells Fargo Gateway® API channel to design how your staff interacts with your back-office systems, website, mobile apps, and customer portals. The Account Balance API and the Transaction Detail API use JSON rest format to allow you to query your accounts, as frequently as you like, to present information to your users from your internal systems or dashboards.

Account reconciliation plan

With our Account Reconciliation Plan (ARP) and automated reporting services, you can **reconcile your disbursement accounts more quickly and efficiently**. Our Full ARP services can also help save you time by identifying checks and electronic transactions as paid or outstanding.



With ARP, you have the potential to

- Reduce accounting costs and increase productivity
- Improve cash control and receive faster, accurate payables information
- Increase your audit control
- Help detect and reduce your exposure to check fraud



How it works

Full ARP



You provide issued check information



Wells Fargo reconciles your paid checks to your issued checks and **sends a detailed statement**



You request reports such as paid checks, outstanding checks, and stop payments

You first provide us with your issued check information online or by transmission. This includes stops, voids, and cancels. When you use our online option, you can manually enter the check information or upload a file containing up to 1,500 registers in a single batch. You can submit multiple batches daily.

Within 90 minutes of your submission, you can receive an optional file confirmation. We update check issue information more than 50 times each day, seven days a week.

Our Full ARP service reconciles your paid checks to your issued checks and provides a comprehensive statement of your activity on a weekly, biweekly, or monthly basis. You can also receive a variety of optional reports daily, weekly, or monthly in PDF, Excel, CSV, flat file text (transmission), and paper formats. The PDF and paper formats can include sorting and subtotaling by location or high-order prefix.



Optional reports

With our ARP services, you can customize your reporting to match your accounting needs and easily access reports online. Choose from 14 optional reports.

Optional reports*	Full ARP
Bank Originated Entries	✓
Credits	✓
Deposit Location	✓

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Optional reports*	Full ARP
Issue Notices Not Received	✓
Issues This Cycle	✓
Matched Paid Items	✓
Outstanding Checks	✓
Paid Checks	✓
Posted Items	✓
Prior Payments	✓
Reversed Checks	✓
Stop Payments	✓
Unpaid Checks	✓
Voids and Cancels	✓

* Additional fees may apply.

† Can be requested as a one-time report; can't be set up as an ongoing report.

27.5 Electronic Data Interchange Services (EDI): Currently, Fort Bend County is receiving remittance detail via EDI services. Include this service in response.

You can receive ACH addenda records and EDI entry data through our:

- Online reporting service
- Consolidated receivables transmission
- Perfect Receivables® service

Online information reporting

We offer two same-day reports that include ACH and EDI addenda information.

ACH Receive

This report provides information about all received ACH transactions that post at the end of the current business day. It provides the first line of addenda text for domestic U.S. ACH transactions and the first line of remittance information for IAT-formatted international ACH transactions.

The report is available in HTML, PDF, BAI V2, CSV, or Excel formats.

EDI Payment Detail

This report provides ACH and EDI payment data for received payments. It includes full addenda detail for ACH payments and EDI X12.820 and 835 transaction sets.

The report is available in HTML, PDF, BAI V2, CSV, or Excel formats.

Consolidated receivables

Our consolidated receivables service provides detailed remittance information — including ACH addenda details received with transactions — by transmission. Remittance information varies according to the SEC code used. We combine ACH payment and remittance information with other payment types and translate the information into standard and customer file formats.

You also receive email reports that include full remittance information on ACH- and EDI-formatted payments. We provide reports in PDF, CSV, Excel, and human-readable formats.

Perfect Receivables

Using Perfect Receivables, you assign a unique account number for each payment originator or sender. This Wells Fargo Payment Identification Code (WPIC) serves as a proxy for your account number, protecting you from fraud. Its uniqueness allows for accurate payment transaction identification 100% of the time. The first four digits of the WPIC identify your account. The last 13 digits are unique to the remitter.

We capture each day's payments, provide them to you in a Nacha-formatted file, and consolidate them into a single settlement to your Wells Fargo account. Your file includes:

- The WPIC code
- Dollar amount
- All associated transaction details, including addenda information for each payment

We organize the information into records.

You can also receive a Perfect Receivables detail report by secure email or receive a summary report by email. These reports provide individual transaction details.

27.6 Wire / Automated Clearing House (ACH) Transfers: The Depository Bank will provide services that allow the County to initiate and transmit transfers via PC and web-based applications. The Depository Bank shall maintain wire transfer facilities to the Federal Reserve Bank for investment purchases or sales and other transactions with financial institutions. Subsequent written and/or online confirmation of such wire and ACH transactions will be provided to the County. To guard against electronic fraud, the Bank must provide the County an ACH blocking service to filter electronic debits and allow only those authorized by the County. The bank must provide the County with the ability to restrict outgoing wire transfers to only those authorized.

Electronic payment originations provide the County efficient and convenient ways to transfer funds. Our ACH and wire services allow you to avoid the risks of paper check fraud. Each provides online reporting.

Wire services

With our wire services, you can send and receive domestic and international wires and transfer funds between your accounts quickly, easily, and securely.

We process outgoing wire transfers on a straight through basis according to your instructions. We manually review, correct, and verify any wire that does not pass our initial screening and that our system cannot correct automatically. If we can't repair a wire, we return it.

Our wire system confirms your available funds automatically and verifies that wires aren't going to a country or beneficiary on the U.S. Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals Blocked Persons list. If a wire meets these requirements, we release it.

Initiation methods

Method	Description
Online and mobile	You can sign on to our online banking platform or mobile app to initiate repetitive or free-form domestic and international wires.

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Consolidated payables	You can send one file with multiple payment types (including wires, ACH payments, virtual card payments, and U.S. dollar (USD) and Canadian dollar (CAD) checks) and remittance information. You can send a file directly from your treasury workstation or your ERP, accounts payable (AP), or other internal system. We accept most file formats and offer several file transmission protocols, as well as an option to upload your file online.
In person¹	You can go to any Wells Fargo branch to initiate a wire. You must have signing authority on the account to initiate the request.
Online foreign exchange (FX)	You can manage your FX transactions and reporting online.² Our service combines the advantages of our live market FX rates with the convenience of sending payments online throughout the world.
Swift³	If your organization is a member of Swift, you can submit your wire payment instructions for processing using Swift FIN messages.
Wire Payments API	For domestic and international transactions, you can initiate free-form or template wires (including book transfers) from your ERP, account platform, or payment system.
FX API	You can request FX quotes, book contracts, request rate sheets for over 130 currencies, validate and submit FX payment instructions, and check the status of FX payments.

1. Book transfer initiation option is not available in person.

2. While our online system is available 24 hours a day, seven days a week, FX markets close at 7:00 p.m. Central Time on Friday and reopen at 4:30 p.m. Central Time on Sunday.

3. Swift bills membership and volume fees.

Wire reporting

We offer standard reports that you can customize to fit your needs. Additionally, you can receive optional notifications and confirmations. The reports, notifications, and confirmations the County can choose from vary based on your wire origination method.

The following are our available options.

All origination methods

You can view confirmation details on processed wires online through our Wire Transfer Detail and Intraday Composite reports.

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If you subscribe to our Alerts service, you can receive optional notifications* of rejected, successful, and unsuccessful outgoing wires, and of incoming wires by email and text message.*

* Additional fees may apply.

Online origination

Reports

You can customize reports to show the confirmed, approved, unsuccessful, rejected, and processed status of initiated and released wires.

Consolidated payables origination

When you originate wire transfers using our consolidated payables service, we notify you when we receive your file and begin processing it. You can download an acknowledgment through our online banking platform or receive one by data transmission or secure email.

Confirmations

For all wires you originate, you can view detailed confirmations through our online banking platform or receive them by data transmission or secure email. These methods confirm release of your wire transfers to the Federal Reserve, CHIPS, or Swift.

Security

Dual custody

For our online wire service, your company administrators manage security through our online administration service. We require dual custody for administrative tasks related to our online wire and FX services. You can choose to add dual custody to other online features such as user setup and password resets.

Within the online wire service, you can use dual custody or our Secure Validation* service with validation codes for initiating free-form wires and creating or maintaining wire templates on our online banking platform. Modifications made to a wire template by one user must be approved by a second user (or more) before they take effect. You can require up to four approvers to create or modify templates or to release wires.

* Single custody with Secure Validation provides a lower level of protection than dual custody.

Online administration service

Through our online administration service, your company administrators can:

- Set up and maintain user access to our online banking platform
- Restrict user access to services, functions, and accounts for better control
- Order mobile or physical tokens
- Set up multiple users with similar access levels at the same time

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- Reset passwords
- Delete or disable former employees or employees who are on leave or vacation

Online wire service

Your company administrators also establish the following controls for online wire transfer service functions:

- Identify the accounts for which the user can initiate and approve wires or templates
- Specify the individual and cumulative daily dollar limit for wire creation, type of wire (book transfer, drawdown, free-form, or repetitive templates), and type of approval (up to four levels of approval) for wires the user initiates
- Set the individual and cumulative daily dollar wire amounts the user can approve

ACH services

Wells Fargo is the largest originator of ACH services in the U.S. We're the third largest receiver.*

* Nacha, March 20, 2024. "Nacha Unveils Top 50 ACH Originating and Receiving Financial Institutions for 2023." nacha.org/news. (Does not include on-us transactions.)

With our ACH services, you can receive and initiate any of the standard entry class codes available through Nacha.



How it works

Initiation methods

You determine the input method that's best for you.

- Use your own software to create Nacha-formatted files that you can transmit directly to us
- Use our online banking platform to create templates
- Send us consolidated payables files that include your ACH payments
- Use an API to integrate ACH initiation directly into your treasury workstation, ERP platform, or accounting system

You can send payment files 24 hours a day, seven days a week. File cutoff times vary by settlement target.* We supply an electronic file confirmation within 15 minutes of receipt of a file. We can warehouse files for up to 45 days before the effective date.

* If you send a file after the established cutoff time, or with the effective date of a holiday or weekend, we process the file on the next business day.

Direct origination

Many payroll and accounts receivable (AR) software packages on the market can create output files in the standard Nacha file format. You use the software of your choosing to send us Nacha-formatted files that contain the required ACH transaction information, such as routing and transit number, account number, dollar amount, and effective date. You send and receive ACH files by internet-based file transfer, direct connection to our mainframe, or Swift FileAct.

Online banking platform

Using our online ACH service, you initiate ACH transactions without needing software. You build templates based on the payment type and submit them to us for processing. Our online banking platform is accessible across all devices.

You can import account information for beneficiaries from your payroll or accounting systems.

Consolidated payables file transmission

With our consolidated payables service, you can save time by grouping ACH debits and ACH credits with other payment types in a single file.

Payment types for consolidated payables

U.S. ACH transactions in USD	Foreign currency wires
USD and CAD* checks	Requests for transfer (Swift MT101 messages)
Global ACH transactions in foreign currencies	Virtual card transactions
USD wires	Disbursements with Zelle®†

* CAD checks are available only for off-us accounts.

† Zelle and Zelle-related marks are wholly owned by Early Warning Services, LLC, and are used herein under license.

You initiate ACH payments directly from your treasury workstation, ERP platform, or AP system. Our service separates payments by type and processes them accordingly, sending traditional or human-readable remittance information to payees as appropriate.

ACH reporting

Our Treasury Information Reporting service provides comprehensive intraday and previous day reporting of ACH information. With our Alerts service, you can select the criteria to receive notifications on ACH received and ACH return activities.

You can view reports and alerts online. You can also receive them by email, transmission, or API calls made directly from your ERP platform, accounting platform, or payment system.

ACH fraud filter

Our ACH Fraud Filter service helps protect your accounts by identifying potentially fraudulent transactions. You then review the transactions and decide what to return, stop, or allow. You can access our service and make pay or return decisions through our online banking platform and mobile app.*

* Download the latest version of our Wells Fargo Vantage app available for your device from the Apple App Store or Google Play store.



Convenient and customizable

With our service, you have the option to:

- Review and stop debits, credits, or all transactions
- Preauthorize which ACH transactions can post to your account without prior review
- Customize your preauthorizations by setting dollar thresholds, date ranges, and other criteria
- Receive all ACH payment information so you know who is attempting to send transactions to your account
- Set account limits and company ID limits
 - You can set account limits for each of your accounts and set a separate account limit for debits and credits. Any transaction that is less than your account limit will automatically bypass ACH Fraud Filter and post to your account.
 - If you want certain transactions to bypass the ACH Fraud Filter service and post to your account, you can preauthorize them by the Company ID that originated the transaction. Preauthorizations aren't stopped (for accounts with the Stop option) or flagged for review (for accounts with the Review option). When you set up a preauthorization for a specific company, it overrides the account limit.

You have 24 hours to make a return request. And since we filter the transactions for you based on your established criteria, we present only the ones we identify as potential threats.



How it works

Review option: You decide what to return

1. **Review:** You preauthorize ACH transactions to post to your account. You can review and make decisions on all, just credit, or just debit transactions. You can further look at transactions that exceed a dollar amount, date range, or number of occurrences.

2. **Decision:** Through our online fraud manager tool, we notify you of any transactions that aren't preauthorized. You review those transactions and tell us whether you want them paid or returned.* When you tell us to return a transaction, we create a reversing adjustment and then return it as unauthorized. If you make a decision to pay a transaction, you can choose to preauthorize future transactions from that company ID so they post without requiring review.

* If you don't make a pay or return decision on an item by the specified deadline, the item is automatically paid or returned based on the default action you select during implementation.

Stop option: Automatically stop unauthorized transactions

With our stop option, we automatically return transactions that you didn't preauthorize.* You can request that we stop and return all:

- ACH transactions
- ACH transactions that exceed a predetermined dollar amount
- ACH credit or debit transactions only
- ACH credit or debit transactions outside a predetermined dollar range
- ACH credit or debit transactions outside a specified date range
- ACH credit or debit transactions that exceed a specified maximum number of occurrences

* Excludes transactions originated by internal Wells Fargo originators, such as account analysis fees and settlement entries, that you've authorized to the account.



Best practices and optional features

Monitor your transactions daily

We recommend that you sign on daily to monitor your ACH transactions. You can also receive a notice by email or text* when an unauthorized ACH transaction posts to your account. You can request that we inform you about:

- ACH transactions posted to your account
- ACH transactions that exceed a predetermined dollar amount
- ACH credit or ACH debit transactions only
- ACH credit or debit transactions that exceed a predetermined dollar amount
- ACH credit or debit transactions outside a specified date range
- ACH credit or debit transactions that exceed a specified maximum number of occurrences

* Our alerts service has an additional fee.

Block converted checks

Our eCheck option, for no additional fee, helps you monitor converted check entries for business-sized checks that have an auxiliary on-us field in the MICR line. This service includes eCheck Post and eCheck Stop options for accounts receivable check (ARC), back office conversion (BOC), and point-of-purchase (POP) transactions.

eCheck Post

If you use the eCheck Post option in conjunction with our next-day positive pay service, you can see unmatched items that post to your account. You use our online fraud manager tool to indicate your decision to pay or return them.

If you use the eCheck Post option with our same-day positive pay service, we don't match ACH converted checks against your check issue records. Instead, we call you for instructions to pay or return the converted checks.

eCheck Stop

If you choose the eCheck Stop option, we automatically stop all ineligible items inadvertently converted before they post to your account.

27.7 Account Maintenance:

27.7.1 Statements: Monthly paper and/or electronic bank statements showing overall activity to the County's accounts in a calendar month shall be provided no later than ten (10) business days for paper statements and one (1) business day for electronic statements following the end of each month. The Depository Bank will provide the County with a full reconciliation for specified accounts or a Partial Reconciliation for certain other accounts in electronic and paper formats. Wire transfers shall be supported by transaction details identifying such items on Balance Reporting. Each month the Depository Bank shall prepare individual account analysis. All charges shall be in conformity with those specified in the agreement. Account analysis shall be provided each month no later than fifteen (15) days following the end of a calendar month to the Fort Bend County Office of Financial Management. Account analysis will be available in downloadable spreadsheets and paper formats.

We recommend that the County access your statements online. Bank statements are available one business day after cutoff. Account analysis statements are available within two business days after your statement cycle cutoff. You can download them in PDF, Excel, HTML, CSV, or ANSI 822 formats.

We provide information about account reconciliation and wire reporting options previously in our response. Please see sections 27.4 and 27.6.

27.7.2 Resource Personnel: The Depository Bank shall designate both a primary and secondary representative who will be available to answer questions pertaining to transactions that require detailed explanation and a Depository Bank officer(s) with overall responsibility for the accounts shall be assigned. Assigned representatives must be available for phone calls, web conferencing, and in-person meetings as required by Fort Bend County.

The County's primary representative is Relationship Manager Brenda Pollard, and your secondary representative is Treasury Management Consultant Lia Givens. Both are available by phone, video conferencing, or for in-person meetings as required.

27.8 Printing: As an optional service, the Depository Bank will provide custom laser printed check stock, debit/transfer slips and deposit slips in conformity with the County's specifications.

You can purchase check stock, deposit tickets, and other supplies through our supply order desk. We'll debit your account to handle fees for the deposit supplies. Alternatively, you can purchase these supplies from your own supplier.

27.9 Safekeeping: Texas Local Government Code §116.051, et seq., requires that the Depository Bank shall provide for the care, safekeeping and custody of securities in which the sinking funds, for the redemption and payment of outstanding bonds, may be invested. Such sinking funds may be invested in authorized investments in accordance with Texas Local Government Code Ann. §116.051. Following the qualification of the Depository Bank, such securities, if any, are to be delivered to the Depository Bank for safekeeping within fifteen (15) days. Each sinking fund should have a separate safekeeping account. When any securities owned by the County (other than those provided for in the preceding paragraph) are placed in the Depository Bank, it shall provide for the care, safekeeping and custody of such other securities. Access to these securities is to be permitted only by Order of the Commissioners Court and in the presence of an authorized representative of the Depository Bank, the County Auditor, and the County Treasurer. Safekeeping receipts will be available via web site or e-mailed within five business days of the transaction date. The Custody Services Agreement (Exhibit D) will be included in the agreement between Fort Bend County and the vendor.

While Wells Fargo doesn't offer safekeeping-only services, we do offer safekeeping services to brokerage trading customers. Please see Tab D of the Appendix section for additional information.

27.10 Vault Services Coin Currency: The Depository Bank will provide local vault services for the deposit of coin, currency, and checks in the event that remote deposit capture is unavailable. The depository bank shall receive deposits from the County's armored car service that deposits funds from various County departments. The Depository Bank will process all coins and currency deposited by the County on a same day credit basis. If Remote Lockbox is utilized, the Depository Bank will provide a Virtual Vault alternative that may be utilized. The Depository Bank will provide a solution for handling and counting large quantities of seized funds (such as forfeitures and narcotics-related proceeds) within close proximity, ideally, we are seeking two designated locations: one within a 5-mile radius of the Sheriff's office (1840 Richmond Pkwy, Richmond, TX 77469) to handle forfeitures and narcotics-related proceeds, and another within a 5-mile radius of the Fire Marshal's office (6561 Flewellen Way Katy, TX 77441) to manage daily vault services to include departmental change order requests. Each location should be made available as an alternative if the primary location is unavailable. The Depository Bank shall provide a secure and designated location within your facility for deposits away from general public access and under continuous surveillance via security cameras to ensure the safety and integrity of these transactions.

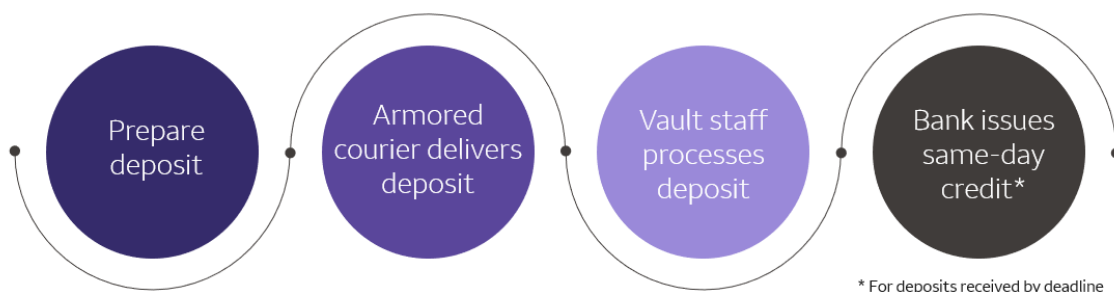
To safeguard and simplify your deposits, an armored courier picks up your deposits and transports them to a cash vault location.* This transport means your staff will no longer carry cash to the bank, helping to reduce business and employee risk. The County can make deposits at our Houston cash vault. You can consolidate numerous banking relationships, relying on our geographic coverage and common service platform to help simplify.

The County contracts with an armored courier of your choice (with bank approval). **You receive same-day credit** for deposits received by the deadline.

* The County is responsible for contracting with an armored courier for delivery of your deposits to the designated cash vault site. The contract is between you and your armored courier.



How cash vault works



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You can place coin and currency orders 24 hours a day, seven days a week using our online banking platform automated touchtone phone system or our direct file transmission service.

You can access details about your deposits, adjustments, and coin and currency orders online. Our comprehensive suite of cash vault reports includes:

- Cash Vault Activity Summary
- Deposit Activity
- Deposit Adjustment Activity
- Order Request
- Order Activity
- SafeVantage® Provisional Credit
- Envelope Activity Detail
- Counterfeit Note

We have extensive measures in place at our cash vaults and processing areas that secure the physical facility and ensure the integrity of the deposit process.

Security features

Some measures we use to help protect against security threats include:

- Alarm systems
- Armed guards
- Bullet-proof doors, bullet-proof glass, and metal detectors
- Closed-circuit TV surveillance cameras at all vault entrances
- Mantraps (These interlocking doors separate a non-secured area from a secured area. They limit the number of people who enter a vault at any one time.)

We restrict the access of armored couriers as follows:

- We allow only one armored courier truck to be in the delivery bay at any one time.
- Couriers must deliver packages to the processing window by entering a mantrap; we don't permit them to enter the processing area at any time.
- We require armored couriers to be fully licensed, bonded, and insured.

Fraud prevention measures

Our comprehensive controls process virtually eliminates the risk of loss due to theft or fraud. Our procedures include:

- Closely inspecting deposit bags for proper sealing. We immediately reseal any bags — in the presence of the courier — that show evidence of tampering and return them to the courier.

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- Logging deposit bags at tracking stations. We also use bar codes to track deposits through the entire verification process.
- Opening bags under close supervision. Our employees are observed by closed-circuit TV surveillance cameras.

27.11 Payroll, Debit and Stored Value Cards: As an optional service the Depository Bank will have the ability to provide payroll, debit and stored-value cards.

While we no longer offer this service, we welcome the opportunity to discuss alternatives with the County, such as loading cards by ACH or emerging payment solutions like Push to Card.

27.12 Stop Payments and Voids: The Depository Bank will have the ability to accept web-based stop payment orders and voids. Stop payments will remain in effect for a period of twelve (12) months. The Depository Banks electronic access system will allow for searches, deletions and adjustments.

Stop payments

You can submit stop payment orders online or by transmission in your account reconciliation or positive pay check issue file. With both methods, you can place stop payments 24 hours a day, seven days a week, from multiple locations.

Online stop payments are effective immediately after you successfully initiate the request through our Transaction Search service. The system automatically reviews the previous 180 days and intraday teller-cashed activity to determine whether a requested check has paid.

You can submit a stop payment by transmission as late as 10:00 p.m. Central Time and still receive same-day processing. The system automatically reviews the previous 90 days and intraday teller-cashed activity to determine whether a requested check has paid.

Effective period

Stop payments remain in effect for six months. You can renew an individual stop payment on an as-needed basis through our online Transaction Search service, or you can choose to use our automated renewal option.

The auto stop renewal option of our Stop Payment service extends the retention period for stop payments and provides greater flexibility for you to manage stop payments. This option lets you:

- Extend a stop payment for up to an additional six years (in 12-month increments)
- Pre-determine a dollar threshold for automatic stop payment renewals
- Limit the number of times a stop payment is automatically renewed

27.13 Investment Sweep Accounts: The Commissioners Court will contract with the Depository Bank with respect to the payment of interest on investment sweep accounts at such lawful rate or rates contained in the agreement of the bank selected as the Depository Bank. Interest will be earned on the daily collected balance and such daily collected balance shall be determined by using the most current Federal Reserve availability schedule. Accounts will be set up on a calendar month basis and the interest earned shall be credited to the respective County accounts on the last business day of the month.

Please see our response to 27.1.2 for information about our Government Money Market Fund sweep.

27.14 Self-Directed Investments: The County reserves the right to withdraw, from time to time, any amount of funds of the County that are deposited in any County Depository Bank and to invest those funds in investments allowed by the Public Funds Investment Act and the County's Investment Policy.

We acknowledge and agree.

27.15 Check Reader and Check Guarantee: The County requires check reading equipment to work with credit card terminals to perform check guarantee services.

Accept checks quickly and securely at the point-of-sale (POS). With TeleCheck®,* you can conveniently convert paper checks to electronic checks using your POS device. The service may also help you reduce risk by giving you access to the industry's largest databases and risk management systems.

*Additional fees apply for this service. Your eReceivables consultant can provide additional information.

27.16 Remittance Processing (Lockbox and eLockbox): The Depository Bank must have a Retail and Wholesale facility within 50 miles of Fort Bend County or Texas to process all lockbox needs for all Fort Bend County Entities. The local lockbox facility must have equipment that is able to process ten thousand (10,000) pieces of mail per day or more and must be staffed accordingly. A brief description of the physical location of the lockbox facility and the type of equipment the bank utilizes to process documents is required. See Attachments r and u for detailed requirements for Fort Bend County remittance processing (lockboxes).

Wholesale lockbox

With our Wholesale Lockbox service, you can direct payments with optical character recognition (OCR)-scannable coupons to an automated lockbox. This lockbox can also accept and process items sent without an OCR coupon.

You get the technological advantages of high-speed lockbox processing with flexibility for items sent with an OCR coupon. Our service also offers the data collection capabilities of low-volume wholesale lockbox processing for items sent without an OCR coupon.



Potential benefits of our Wholetail Lockbox service

All payments in one lockbox

We can process business-to-business payments and consumer-to-business payments, with scannable or non-scannable remittance documents, all in one lockbox.

Faster funds availability

You can meet earlier deposit deadlines, and benefit from improved cash forecasting and funds availability.

Greater visibility and control

You can track and manage your cash flow more effectively with our consolidated lockbox summary and detail reports, available through our online banking platform or on your mobile device.

Flexible data delivery

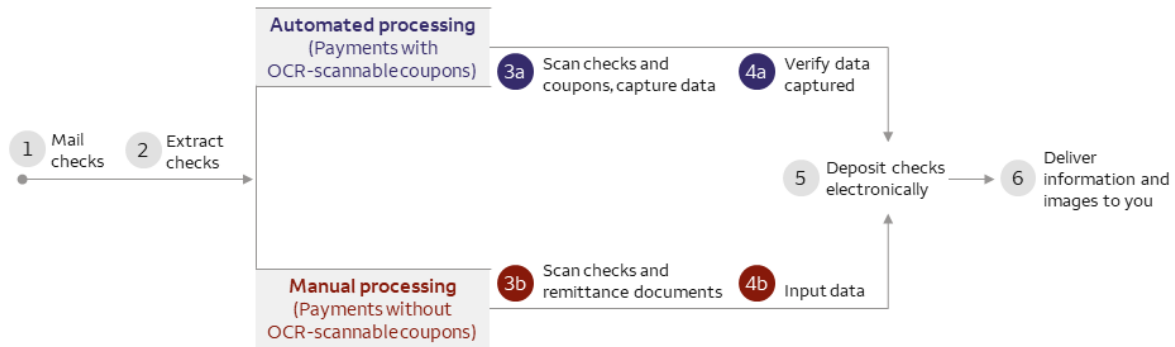
You can receive a direct transmission of your remittance detail and automatically update your receivables system. We transmit in standard BAI format for lockbox or can potentially build the transmission to your format specifications.*

* Additional fees may apply for custom builds.



How it works

The following workflow shows the wholetail lockbox process flow.



Site recommendation

We recommend that you use our Dallas lockbox site.

Image options

With our lockbox service, you have quick access to the information you need to research and apply payments — without the hassle of storing paper documents. You can view images of all lockbox documents, including checks, correspondence, and remittance documents. We have two options to access and store your images: online and transmission.

Online

Our online image service is the quickest option to help resolve exceptions and help satisfy customer needs. With our online option, your images are available within two hours of your deposit deadline. As a standard, we archive images for seven years.

You can search for transactions using various criteria (including keyed data) by entering either a single value or a range of values. Additionally, you can assign a payer name to a unique account number and routing transit number combination, which lets you search for payments from a particular payer.

Transmission file

With our transmission option, you can download a daily transmission file from our secure website that contains images of your lockbox checks and any corresponding documents. You can then archive the images on your internal system. You have the option of intraday or next-day file transmissions.



Optional features

AR transmission

To help eliminate errors associated with manual keyed entry, you can receive an electronic transmission of your remittance detail and use it to automatically update your AR system, treasury workstation, or ERP system. Your file can include data from other sources, such as ACH and wire.

We generate transmissions to your specifications for frequency and format, including standard BAI V2 and EDI layouts. We offer customization for non-standard formats for an additional fee.

Credit card processing

If your customers provide credit card information, we can process their payments through our credit card processing application. They can use any card with the Visa®, Mastercard®, AMERICAN EXPRESS®, or Discover® logo and processing must be through Wells Fargo Merchant Services.

Exception processing

Using our Online Decision tool, you can submit additional processing information for payments that would normally be returned unprocessed. We present you an image of each payment that meets the online decisioning criteria and give you the following options:

- Accept the payment and enter any additional processing information (such as invoice data required to balance a transaction or missing required keyed data)
- Reject the payment and return it to you

Virtual lockbox

You can scan and send us images of checks, correspondence, and invoices you receive at your location. We can then process and deposit them like your other lockbox payments. We include these items in the image and data transmission files we send you for uploading to your AR system.

Electronic lockbox service

Online bill payments provide a convenient, simple, and paperless way for your customers to pay you. However, many bill payments initially submitted online can still end up as mailed paper checks by bill pay service providers. These check payments create exceptions and often have incomplete or inaccurate remittance details, which can result in processing delays for you.

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With our electronic lockbox service (E-Box®), you can help simplify your bill payments process, increase your straight-through processing rate of receivables, and minimize your staff's time spent handling exceptions. Our service repairs exceptions and merges all your customers' online bill payments into a consolidated electronic remittance file. You use the file to automatically update your AR system and apply credits to your customers' accounts. Our service accepts payments from all major online and walk-in bill pay service providers.

Convenient

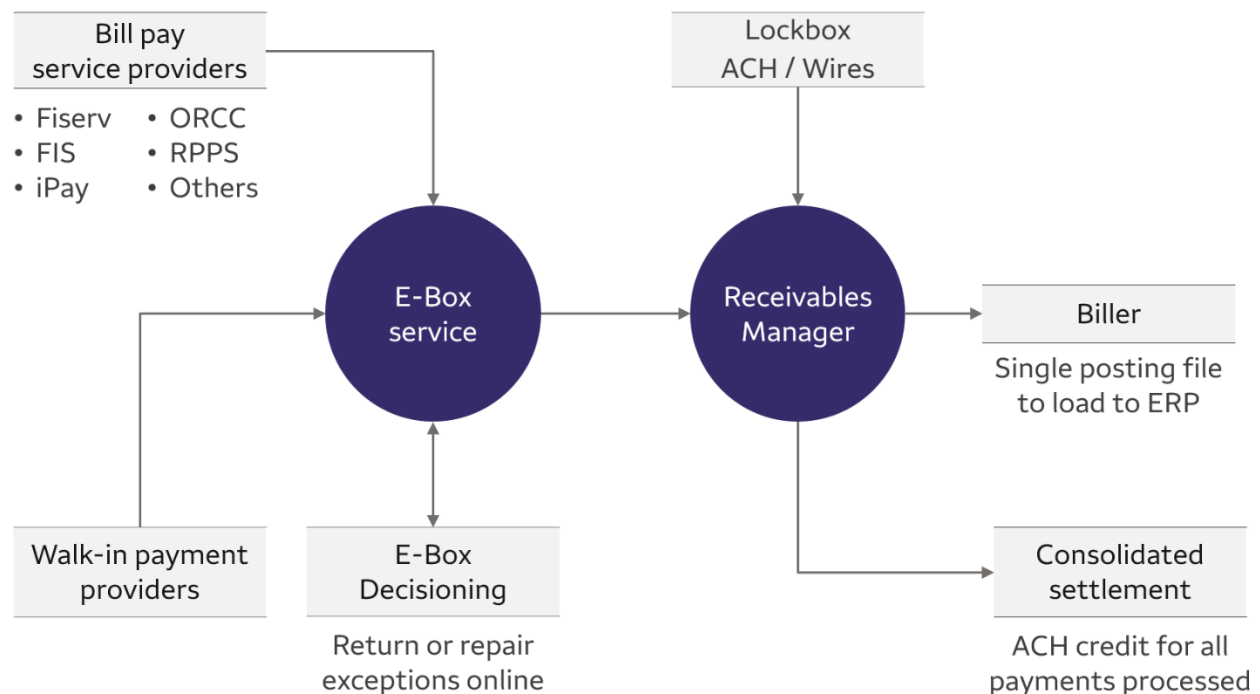
Simple

Paperless



How it works

When you sign up, we notify the bill pay service providers in our network that you can receive payments through E-Box. The following graphic shows the flow of a bill payment through the various channels using our E-Box and consolidated receivables services.



The County receives a single ACH credit to your deposit account.



Our service offers

Automated payment validation

To improve the quality and standardization of the remittance file you receive, you can instruct us to use one or more validation routines to identify, filter, and repair invalid payments or other exceptions.

We suspend payments that include errors or exceptions. You can review the suspended payments online and decide what to do with them. You can also instruct us to reject and return payments that don't meet your validation routines.

The following table provides descriptions of the validation routines the County can choose from.

Validation routine	Description
Account mask	Confirms that the inbound account number matches your billing account number structure
Check digit*	Uses a mathematical equation to determine if an account number is valid
Cross-reference database processing	Translates consumer-initiated account numbers we receive and corrects the account number prior to validation and processing. This database can correct inaccurate account information your customers enter and can make account number changes that may occur due to a merger, acquisition, or system change.
Positive file processing	Compares inbound account numbers to a file of valid account numbers you provide
Stop file processing	Compares inbound account numbers to a file of unacceptable account numbers you provide

* Applies to credit card billers.

Online payment management

With our E-Box service, you can perform the following functions online:*

- View exception payments
- Initiate returns on exception and processed payments
- Update processed payments requiring account number changes for future processing
- Make decisions about exception transactions, including repairing payments with invalid account numbers
- Update your cross-reference database with valid account numbers and generate notifications of change (NOC) to payment originators

Dual control

For added security, a second person can review and approve all changes initiated by another user.

* The functions you can perform depend on the features you select during implementation.

Research

The County can view and research processed payments and access information for reporting and trend analysis.

You can locate transactions using the search criteria in the following table.

Account number	Consumer name or account number
Amount	Processed date
Biller ID	Trace number

You can access all successfully processed payments for the previous 180 days. You can view and print full record-level data in HTML format and PDF, and you can export data for manipulation and analysis in XLS and CSV formats.

Reporting

Our Return and Repair report provides a detailed, payment-level audit of all user activity performed during the past 180 calendar days. You can tailor it to show only payments that meet your search criteria.

You can view and print activity in HTML format and PDF. You can also export in CSV and XML formats.

27.17 Online Payment Web Service: The Depository Bank will provide a Customized Online Payment Solution that will support multiple platforms, allowing for modification by any Fort Bend County entity. This development will be at no cost to the County.

E-Bill Express, our electronic bill presentment and payment service* is designed to provide secure and convenient options for your customers to view and pay their bills.

A turnkey solution that works with your existing systems and doesn't require webpage development or extensive support from your information technology resources

It may help you reduce:

- Collection time
- Manual exception processing
- Days sales outstanding
- Receivables processing costs

Convenient email notifications remind your enrolled customers that payments are due. Additionally, the service may help lower your print and mail costs because fewer customers may require paper bills.

* Standard bill presentment and payment fees apply. Additional fees may apply for optional services.

The service, which hosts the bill payment webpages, is designed to be cost-effective, easy to implement, and branded to your identity.

Flexible bill presentment and payment options

At implementation, you choose the configuration options that are most efficient for your organization and designed to meet your customers' expectations. This may increase the likelihood that your customers will choose to view and pay their bills electronically.

Decide how much information your customers see

You can provide your customers with detail or summary bill presentment in HTML format, or you can provide PDF bill presentment. The payment page displays:

- A list of open bills
- Amount due
- Due date
- Invoice number
- Other optional fields: for example, a purchase order number or invoice line-item details

Detail presentment

We offer more than 50 billing information fields, including several fields that you can customize. The fields include line-item details about items ordered and shipped, unit price, and the previous balance that is past due.

Biller information fields

• Invoice number	• Previous balance
• Invoice date	• Current balance
• Minimum amount due	• Total amount due
• Due date	

Summary presentment

With the summary presentment option, you can provide high-level billing information. In addition to the standard fields, there are several customizable fields.

PDF presentment

If you'd like your customers to view an exact replica of your invoice, the service can present the invoice in PDF format. We offer several options for providing invoices in PDF format. We'll discuss the options with you during implementation.*

* Additional fees may apply based on your choice of PDF storage options.

Quick Pay

With our E-Bill Express Quick Pay option, you can offer your payers the convenience of an electronic payment portal that is branded to your identity and accepts multiple payment types online — including one-time and recurring payments — remitted by credit card or ACH.

E-Bill Express Quick Pay allows for payments without bill presentment. Your payers will enter account information without you needing to send a bill file. The service then streamlines posting and reconciliation by delivering a detailed remittance file that includes all payment information.

As a web-based solution, there is no web page development needed from your IT resources. Your payers can complete their entire bill-pay transaction 24 hours a day, through an easy-to-use, secure website that bears the County's logo.

As an added benefit, you can choose which payment types to allow. Your payers can then choose to pay with credit card, debit card, or ACH through the secure website. Enrolled users can also view their online payment history.

27.18 Endorsement: The Depository Bank shall apply the following endorsement to each remittance “(Bank Name) Credited to the Account of the Within Named Payee Absence of Endorsement Guarantee”.

We offer endorsements on check images rather than on the physical checks. The language is as follows:

*Credit to the acct of the named payee w/o prejudice / Wells Fargo Bank N.A. / City, State and Zip of processing site / Customer Deposit DDA Lockbox Number ELECTRONICALLY
DEPOSITED DATE, Deposit Date*

27.19 Returned Check Online: The Depository Bank will provide an online reporting system to monitor Return items to the County. In the event a check is returned unpaid because of “Insufficient Funds” or “Uncollected Funds,” the Bank will redeposit the check once, or, if directed, process as a “RCK” item. If a redeposit is not possible, such as when the account is closed or if the check is returned unpaid a second time, the Bank will forward the check with a debit advice to the applicable Fort Bend County Office. The Depository Bank will provide a daily electronic data file of returned items.

During implementation, you’ll tell us whether to process your returns following our standard processing instructions or using special instructions you set up.

Standard instructions

Our standard returned item processing instructions are:

- Mail all returned items (originals or image replacement documents) and standard notices by U.S. mail to the statement address on our system
- Post all returned items to the depository account in one lump sum per day (per processing site)
- Debit the depository account for chargebacks
- Provide you with a return item image through our online banking platform
- Automatically redeposit non-Wells Fargo items of less than \$300 that are returned unpaid for either nonsufficient funds (NSF) or UCF; we cannot redeposit items returned for any other reason at any time

Special instructions

Examples of special instructions* the County can set up are:

- Post separate debits for each returned item to the depository account
- Automatically redeposit all items (regardless of amount) returned for NSF or UCF
- Redeposit all Wells Fargo items less than a defined dollar threshold
- Mail physical items to an alternate address, or mail additional copies of the debit advice to an alternate address

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- Post chargeback items to an account other than the original depository account
- Key additional data (such as maker name, phone number, and address) on the advice

*Additional fees may apply for special instructions.

Additional reporting and processing options

Examples of additional reporting options you can set up include:

- View daily reporting — including keyed data — online
- Receive a data transmission of returned item information, including keyed data
- Automatically convert paper returns to ACH debits using our electronic returns service
- View and change the default decision of your returned items using our online decision service

27.20 Expense Handling: The Depository Bank will include any returned check charges and postage due charges in its monthly invoice of lockbox charges. There shall be no debits to any account other than for the amount of a returned check.

We confirm.

27.21 Adjustment Correction Procedures: The Depository Bank must provide the Fort Bend County lockbox requesting Office with the name, address, and phone number of a “Person to Contact.” This person(s) must be available during working hours. Correspondence and telephone inquiries will be directed to this person(s) concerning day-to-day processing irregularities.

We confirm. The County will have a dedicated client service officer to assist with your day-to-day needs, including assistance with processing irregularities.

27.22 Outsourced Disbursement Services: The Depository Bank will have the ability to provide check outsourcing services.

We offer a check outsourcing service. The County can use this service with Payment Manager®, our consolidated payables service.

Benefits of our check outsourcing service

Our check outsourcing service offers the following potential benefits to the County:

- Saves time by relying on Wells Fargo to expedite your check processing
- Reduces the risk of human error by eliminating manual checking writing
- Reduces fraud risk by using a variety of security features on your checks

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- Provides flexibility to send checks and remittance information based on your instructions
- Personalizes check design and printing formats based on your requirements
- Streamlines reconciliation across payment types and payment activities
- Decreases paperwork for your staff
- Reduces mailing costs

How it works

- You securely transmit a payment file to Wells Fargo for processing
- Wells Fargo matches the data in your file with your check template
- Wells Fargo prints the checks
- Wells Fargo mails the checks according to your delivery instructions

27.23 Remote Deposit Check 21 Services: The Depository Bank will have the ability to provide remote deposit services. The Depository Bank will have the ability to provide a remote lockbox service that will provide Check 21 services as well as system data and image file services that can be utilized to upload in the County Departments' internal processing systems. County will receive same day credit for all remote deposits made prior to 6pm.

You can potentially save both time and money by using our remote deposit service to electronically deposit checks into your Wells Fargo account. **Our service eliminates the need for your employees to make trips to the bank to deposit checks and provides an extended deposit deadline of 9:00 p.m. Central Time.**

Our service can also help you consolidate your banking relationships because you no longer need to maintain accounts at local banks that have physical branches near your locations. **Fewer banking relationships can help you save money on account maintenance fees and reduce the time spent reconciling multiple bank accounts.**



How it works

With our remote deposit service, you can capture check images, balance deposit totals, and make deposits using one of two channels — our online banking platform or our mobile application.

Using an approved check scanner and computer with internet access or using a mobile device with a camera, you can capture check images for deposit. Next, you confirm the check dollar amounts, verify the deposit balances, and submit the deposit to us. You receive a prompt confirmation and can view deposit detail and images online and on our mobile application.

The following diagram shows the remote deposit process flow.



If you enroll in our Alerts service, we can send authorized users a deposit confirmation notice by email or text message.

Features

Image access

We store check images on our servers. They are immediately available online through our remote deposit service for 90 days and through our Transaction Search service for seven years.

Custom fields

Using multiple discretionary data fields, you can enter customized information about the checks that you deposit. This feature lets you search for checks using your own criteria and makes it easy to upload data into your AR system. Our quick-data feature simplifies the capture process by automatically recalling your previously entered receivables data on certain fields.

Reporting

You can generate the following reports through our remote deposit service.

Report name	Description
Deposit Report	Contains general information (including deposit amount, number of checks included, and submission date) for deposits completed within the past 90 days. It's available in HTML, PDF, CSV, and Excel formats.*
Deposit Report with Item Details	Contains general deposit information (including deposit amount, number of checks included, and submission date) and item details (including item amount, item status, and check number) for each deposit completed within the past 90 days. It's available in HTML, PDF, CSV, and Excel formats.* The HTML format includes links to display item images.

Report name	Description
Deposit Report with Check Images	Contains general deposit information and item details for each deposit. It's available in PDF. Select the number of images (up to four per page) with the option to include an image of the back of the check.
Deposit detail transmission	Includes discretionary data that you entered manually, in addition to check detail. Allows you to receive an electronic file for posting your receivables.

* HTML, CSV, and Excel formats contain keyed discretionary data.

User access

Your designated system administrators establish users, grant them access, and set their check limits.

Administrators can customize each user's access. For example, a user can have scan and balance access for one account and deposit approver access for another account. This flexibility lets you implement dual controls so that one person scans and balances and another person approves a deposit before it's submitted.

Batch deposits

You can create multiple batches within one deposit, which helps to simplify balancing when you have checks for multiple entities in the same deposit. Our deposit reports show the name and subtotal of each batch, which helps to simplify how you reconcile individual batches.

Feature updates

If you use our remote deposit service through our online banking platform, you don't need to install any software other than a scanner driver. All updates and enhancements we make are promptly available when you access the system.

If you use our remote deposit service through your mobile device, you need to download the latest version of our mobile application to access all the latest features and enhancements.

Quality control

	Before submitting a deposit, you can review the captured items, and make corrections (such as re-capture images, enter missing data, and verify item amounts) to balance the deposit.

	Our Electronic Deposit Center (eDC) inspects and analyzes the image quality of all items, looking for illegible items, image issues such as streaking or interference within key areas, and image contrast.
	While image quality exceptions are rare (accounting for approximately 1% or less of all items we process*), we follow a standard process for handling them.
	If we can't clear an item, we follow an adjustment process and notify you accordingly.

* Internal metric, June 2024.

Virtual lockbox

You can scan and send us images of checks, correspondence, and invoices you receive at your location. We can then process and deposit them like your other lockbox payments. We include these items in the image and data transmission files we send you for uploading to your AR system.

27.24 Resource Personnel: The Depository Bank shall identify local personnel who are available to answer questions pertaining to services that require detailed explanation and a bank officer(s) with overall responsibility of all services.

As noted, your relationship manager, Brenda Pollard, has overall responsibility for your relationship with Wells Fargo. Brenda is based in Texas. Additionally, you'll have the services of a dedicated client service officer.

27.25 Payment for Services: Compensation to the Depository Bank shall be provided on a direct fee basis. The account analysis will be considered an invoice for payment and the County shall not be obligated to pay for any service not specified in the agreement unless the prior written agreement is obtained between the County and the Depository Bank.

We acknowledge and agree.

27.26 Account Inquiries and Research: Account inquiries and research that is done as a request of the County shall be completed within three (3) working days. Should the research need more time to complete, the request for an extension will be made in writing to the Fort Bend County Treasurers Office.

When you contact your client service officer, they log your issue and provide you with a case number and an expected resolution time. They may also engage additional resources as needed.

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We have established turnaround times for research and adjustment items. The time it takes to respond to a request varies depending on the specific issue and on the type of transaction we're researching. In general, we make every effort to complete research requests for transactions processed within the previous 180 days within three business days.

27.27 Automatic Teller Machines (ATM) and services: The County would like information including any additional fees for the contractor to provide ATM machines and services in County facilities.

The bank has two different types of ATMs: full-service ATMs and cash-only ATMs. Prior to discussing fees, we'd like to gather additional information, including desired locations and usage.

The following table describes the functionality of each type of ATM.

Functionality	Full-service ATM	Cash-only ATM
Get cash	Yes	Yes
Transfer funds	Yes	Yes
View balance information	Yes	Yes
Print statements	Yes	Yes
Dispense multi-denominations*	Yes	Yes
Make deposits	Yes	No

* ATMs typically dispense 20- and 50-dollar bills. Some ATMs also dispense 1-, 5-, 10-, and 100-dollar bills, depending on the location.

No fee accounts

- 28.1 PASSBOOK SAVINGS ACCOUNTS:** FBC will have accounts established to hold narcotic forfeitures having pending cases in the courts in FBC. These monies do not belong to FBC but to defendants awaiting their cases to be deposited in the court. No fees may be charged against these accounts due to the ownership of the funds.
- 28.2 COUNTY CLERK REGISTRY FUNDS:** These monies do not belong to FBC but to various parties awaiting their cases to be deposited in the court. No fees may be charged against these accounts due to the ownership of the funds. These funds are withdrawn immediately upon deposit and invested in a Local Government Investment Pool. A court order is not required to deposit or withdrawal funds. These funds may earn interest.
- 28.3 COUNTY CLERK CASH BONDS:** These monies do not belong to FBC but to defendants awaiting their cases to be deposited in the court. No fees may be charged against these accounts due to the ownership of the funds and will earn **NO INTEREST**.
- 28.4 DISTRICT CLERK REGISTRY FUNDS:** These monies do not belong to FBC but to various parties awaiting their case disposition and/or reaching the age of majority, or age specified in the final judgment. These funds may be released to a party in whole or in part. (Funds are often ordered released for medical costs and school clothes and books.) No fees may be charged against these accounts due to the ownership of the funds. These funds are withdrawn immediately upon deposit and invested in a Local Government Investment Pool. (We use MBIA as a pass - through account) A court order is required to deposit and/or withdraw these funds. These funds may earn interest.
- 28.5 DISTRICT CLERK CASH BONDS:** These monies do not belong to FBC (unless forfeited through bond forfeiture proceedings), but to the defendant awaiting the disposition of their case by the District Court. Additional, cash bond monies are collected in civil cases with Temporary Restraining Orders and/or Protective Orders and can be awarded to either party in a civil case. Lastly, cash bonds are paid in family law cases by the respondent and are most often awarded to the petitioner (through the Child Support Disbursement Unit in San Antonio) for the payment of past due child support. No fees may be charged against these accounts due to the ownership of the funds and the funds will earn **NO INTEREST**.

Based on our understanding of these accounts, we can provide this service as described. However, further discussion is required to determine additional requirements that may not be listed, if any.

Security

- 31.1** Within fifteen (15) days after the selection of the Depository Bank, the bank so selected shall qualify thereof as provided by law. At the beginning or anytime during the term of the contract, Fort Bend County may select the Irrevocable Standby Letter of Credit and/or the securities to pledge contract, in any combination, provided for under Texas Local Government Code Ann. Chapter 116, as the method of securing the funds of the County.

The County believes that the most effective form of collateral will likely be a combination of the Irrevocable Standby Letter of Credit from the Federal Home Loan Bank and Securities. Each applicant should include a description of the collateral it would propose. The bank selected as Depository Bank will execute within the time prescribed by law (1) a securities pledge contract accompanied by securities as hereinafter specified, or (2) an Irrevocable Standby Letter of Credit issued by a Federal Home Loan Bank as allowed under the Public Funds Investment Act, Section 2256.009, or (3) both such securities pledge contract and Irrevocable Standby Letter of Credit. If both such securities pledge contract and Irrevocable Standby Letter of Credit are executed, the applicant will maintain, at all times during the term of the depository contract, the value of the pledged securities plus the amount of the Irrevocable Standby Letter in an aggregate equal to, or in excess of the amount of deposits (See Attachment I.). Whenever there shall accrue to the County funds in the County Depository in excess of the amount of securities and/or Irrevocable Standby Letter so pledged. The Depository Bank shall immediately pledge additional securities and/or Irrevocable Standby Letter in an amount sufficient to secure the increased deposits. When the County funds in a depository shall be reduced below the amount of the Irrevocable Standby Letter and/or securities pledged. The Depository Bank may withdraw such excess.

- 31.2** Pledged securities shall be in the amount and of the kind prescribed by law under Texas Local Government Code Ann. Chapter 116, and must be acceptable to Fort Bend County. Collateral shall consist of United States Treasury Bills, Notes or Bonds, any United States Agency security and/or Federal Home Loan Bank Irrevocable Standby Letter.
- 31.3** Adjustable Rate Mortgage (ARMs) and Collateralized Mortgage Obligations (CMOs) are not acceptable.

- 31.4** The depository pledge contract shall be on a form prescribed by Fort Bend County contain conditions as provided under Texas Local Government Code Ann. Chapter 116. The securities so pledged shall be deposited in the Federal Reserve Bank without expense to the County under an appropriate contract to be drawn conformable to the provisions of Texas Local Government Code Ann. Chapter 116 and amendments thereto, and in accordance with the application, if approved. If an Irrevocable Standby Letter is used it will be issued by the Federal Home Loan Bank.
- 31.5** Pursuant to Texas Local Government Code Ann. §116.060 to the extent that deposits of County Funds are insured under the provision of 12 U.S.C.A. Section 1811-1832, no Irrevocable Standby Letter of Credit or security for such deposits shall be required.
- 31.6** Following approval of the Irrevocable Standby Letter of Credit and/or the securities pledge contract by the Commissioners Court, an Order will be entered by the Commissioners Court designating the applicant selected as the Depository Bank for the funds of the County for the period ending sixty (60) days after the time fixed for the next selection of depository.
- 31.7** The Depository Bank is to collect all checks, drafts, and demands for money deposited with it, by or on behalf of the County. No exchange fees are to be paid by the County for remittances of interest and principal on bonds to paying agencies.
- 31.8** **SUMMARY OF PLEDGE REQUIREMENTS:** The amount of the Irrevocable Standby Letter of Credit and/or the securities pledge contract required for the Depository Bank is approximately 500 Million and No dollars (\$500,000,000.00).

Rather than the County's investment policy, Wells Fargo will comply with the eligible collateral schedule as required by Texas statutes, chapters 2257 and 105. Wells Fargo reserves the right to pledge collateral types at our discretion, which may include Irrevocable Standby Letters of Credit from the Federal Home Loan Bank.

Please see Tab E of the Appendix section for additional information about our collateral program.

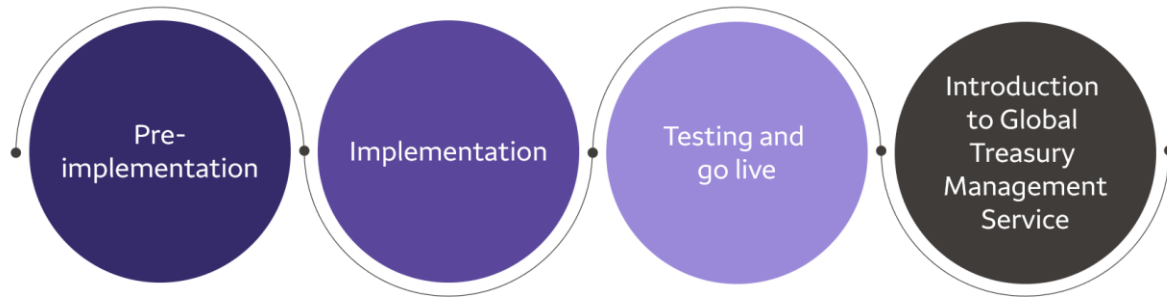
- **Provide a timeline indicating deliverables, vendor responsibilities and resources needed from FBC.**

Your implementation consultant collaborates with you and your staff to develop the schedule and document the process we will follow. The timing of each phase of your transition depends on factors such as:

- Size and scope of the project
- Your requirements
- The date you want to begin using our services

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The implementation time can be shorter or longer depending on the products implemented. We include the following schedule as a sample, and while it shows many crucial tasks, it's not comprehensive. After we meet with you to discuss your needs, we'll customize it.



Sample implementation schedule

Duration	Milestone and tasks	Responsible
Pre-implementation		
10 days	Complete all required Know Your Customer (KYC) due diligence processes	Wells Fargo/The County
Varies based on customer engagement	- Kickoff call (depending on size and scope of implementation) - Gather all necessary information needed to implement services - Complete and return the required legal agreements	- Wells Fargo/The County - Wells Fargo/The County - The County
Implementation, testing, and go live		
1 day	Open demand deposit account(s) - Provide account confirmation letter and settlement instructions - Provide MICR specifications - Order deposit tickets, check stock, and other supplies	- Wells Fargo - Wells Fargo - Wells Fargo or the County

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Duration	Milestone and tasks	Responsible
9 days	Online banking platform • Order tokens as needed • Set up online administration for reports and related services • Coordinate training • Complete training	• Wells Fargo • Wells Fargo • Wells Fargo • The County
7 days	Online treasury information reporting • Set up online administration for reports and related services • Coordinate training • Complete training	• Wells Fargo • Wells Fargo • The County
13 days	ACH Direct Origination • Determine transmission method • Provide file layout specifications • Issue transmission ID • Create test file • Perform transmission testing • Coordinate training (manual upload only) • Complete training, if applicable • Move transmission ID into production • Monitor first files	• Wells Fargo/The County • Wells Fargo • Wells Fargo • The County • Wells Fargo/The County • Wells Fargo • The County • Wells Fargo • Wells Fargo/The County
13 days	Online ACH payments • Establish service on ACH platform • Identify at least one company administrator • Set up online company administrator who manages user enrollment, access to reports, and related services. • Coordinate training	• Wells Fargo • Wells Fargo • The County • Wells Fargo • The County

Duration	Milestone and tasks	Responsible
	Complete training	
9 days	ACH Fraud Filter - Review ACH activity - Coordinate training - Complete training - Set up optional 30-day review (before considering Stop option) - Set up Stop option, if needed	- The County - Wells Fargo - The County - Wells Fargo - Wells Fargo
30 days	ARP (full with positive pay, partial with positive pay, or positive pay only)* - Determine transmission method - Provide file layout specifications - Issue transmission ID - Create test file - Perform transmission testing - Coordinate training - Complete training - Move transmission ID into production - Monitor first files	- Wells Fargo/The County - Wells Fargo - Wells Fargo - The County - Wells Fargo/The County - Wells Fargo - The County - Wells Fargo - Wells Fargo/The County
27 days	Direct BAI transmission - Determine transmission method - Develop capacity to receive and parse BAI files - Provide file layout specifications - Issue transmission ID - Create test file - Perform transmission testing - Move transmission ID into production - Monitor first files	- Wells Fargo/The County - The County - Wells Fargo - Wells Fargo - The County - Wells Fargo/The County - Wells Fargo

Duration	Milestone and tasks	Responsible
		Wells Fargo/The County
9 to 33 days	Controlled disbursement - Provide applicable MICR specifications and ARP documentation - Provide test checks, if applicable - Perform check testing (MICR and image), if applicable	- Wells Fargo - The County - Wells Fargo
48 days	Consolidated payables service - Gather requirements, assign resources, and develop Business Requirements Document (BRD), if needed - Provide and review standard file format specifications - Attend kickoff meeting - Determine transmission method - Issue transmission ID - Create test file - Perform end-to-end testing through transmission channel - Produce system-generated file and receive test files with acknowledgments and confirmations - Provide signoff - Coordinate training, if needed - Complete training, if needed - Move file and transmission into production - Monitor first files	- Wells Fargo/The County - Wells Fargo/The County - Wells Fargo/The County - Wells Fargo/The County - Wells Fargo - The County - Wells Fargo/The County - Wells Fargo - The County - Wells Fargo - The County - Wells Fargo - Wells Fargo
27 days	Remote deposit with detail reporting - Order supplies, if applicable - Establish service - Provide scanner installation guide	- Wells Fargo/The County - Wells Fargo

WELLS FARGO

Duration	Milestone and tasks	Responsible
	- Determine transmission method, if needed - Issue transmission ID, if needed - Create test file, if needed - Perform transmission testing, if needed - Coordinate training - Complete training - Move transmission ID into production, if needed - Monitor first files, if needed	- Wells Fargo - Wells Fargo/The County - Wells Fargo - Wells Fargo - Wells Fargo/The County - Wells Fargo - The County - Wells Fargo - Wells Fargo/The County
7 days	Returned items with transmission	
36 days with transmission	- Establish instructions - Determine transmission method, if needed - Issue transmission ID, if needed - Perform transmission testing, if needed - Move transmission ID into production, if needed - Monitor first files, if needed	- Wells Fargo - Wells Fargo/The County - Wells Fargo - Wells Fargo/The County - Wells Fargo - Wells Fargo/The County
14 days	Sweep accounts	
	- Establish service - Set up statement access	- Wells Fargo - Wells Fargo
46 days	Wholesale lockbox with transmission	
	- Determine transmission method - Provide file layout specifications - Issue transmission ID - Provide sample remittance coupons and envelopes - Perform coupon and envelope testing - Perform transmission testing	- Wells Fargo/The County - Wells Fargo - The County - The County - Wells Fargo

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Duration	Milestone and tasks	Responsible
	• Provide lockbox number and live date • Coordinate training • Complete training • Move transmission ID into production • Monitor first files	• Wells Fargo/The County • Wells Fargo • Wells Fargo • The County • Wells Fargo • Wells Fargo/The County
10 days	Wires (online initiation) • Establish service • Coordinate training • Complete training	• Wells Fargo • Wells Fargo • The County
2 days	Zero balance account (ZBA) • Set up ZBA	• Wells Fargo

* Adding ARP or positive pay to an existing account is cycle dependent; we can add either service only at the beginning of a statement cycle, if adding it to an existing account.

† Excludes Perfect Receivables BAI file for wires, which has a 27-day lead time.

Introduction to Global Treasury Management (GTM) Service

Toward the end of your implementation, we'll introduce you to your dedicated client service officer, who is a member of GTM Service. Your client service officer understands treasury management and through our ongoing relationship with the County will learn more about your day-to-day operations. When your dedicated client service officer is unavailable, a trained backup client service officer with knowledge of your needs is readily available.

➤ **Provide a detailed transition plan, including case studies of past success, which will be executed at no cost to FBC.**

Our experienced team will meet with the County. Together, we'll discuss the process, set expectations, and document any potential issues that the team may encounter during the transition. In addition, we'll conduct follow-up meetings as necessary.

We'll assign an implementation consultant to the County and coordinate an implementation kickoff meeting. Your implementation consultant acts as your single point of contact throughout the implementation and help determine timelines and responsibilities.

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This regular communication will help develop the partnership that's required to achieve a smooth transition to your new banking or treasury management solutions.

In addition to the above overview of the transition plan, we include a sample project plan in Tab F of the Appendix section. We've used this method with previous customer implementations to document status, overall progress, issues, follow-up items, and more. These successful migrations include Williamson County (2015), Dallas Independent School District (2017), and City of Frisco (2021). We're currently using it with Dallas County.

➤ **Provide copies of all state and federal licenses to do business in Texas.**

As a federally chartered bank, Wells Fargo Bank, N.A. is exempt from obtaining a business license from the state per our regulator, the Office of the Comptroller of Currency (OCC).

It's Wells Fargo Bank's practice to obtain all legally required licenses. Please see our Certificate of Corporate Existence in Tab G of the Appendix section.

➤ **Initial and on-going training and support (Customer Service).**

Our mission is to provide you with a comprehensive program of relevant training and support tools that you can conveniently access when you need them. The County can choose from a variety of online tools such as interactive, on-demand training courses. These training courses include:

- Product overviews that include high-level instruction for tech savvy users
- Functional tutorials that provide in-depth, step by step training for users who want the details

Each training course is broken down into several micro-videos. You can choose to complete the entire course from start to finish or jump around to the topics that interest you. You can always go back and review sections and stop and start the course as needed. The County can use this option if you need a refresher on an existing service, or if you need to train a new employee. The training is available as long as you have the service.

We also offer in-app help within our service applications that includes resource and quick reference guides (QRGs). Here you'll find overviews and instructions for accessing your services and reports and uploading files. QRGs offer at a glance information about accessing your services.

Training with your implementation consultant

Your dedicated implementation consultant can provide additional training options, as needed, and will supplement online learning solutions so you receive full training support.

Post-implementation training

After your implementation is complete, you can call or email GTM Service to help you and your staff with questions about your new banking services. GTM Service representatives are available Monday through Friday from 6:00 a.m. to 8:00 p.m. Central Time and Saturday from 8:00 a.m. to 2:30 p.m. Central Time.

We arrange hours of support for your dedicated customer service officer based on the County's specific needs.

➤ **Completed questionnaire (Exhibit F).**

1 Present Company Name

Wells Fargo Bank, N.A.

2 Location of company headquarters

San Francisco, CA

3 Primary local address

1000 Louisiana St.
Ninth Floor
Houston, TX 77002

4 Owner(s)

Wells Fargo is publicly held.

5 Form of Business

Corporation

6 Principal office location

Houston, TX

7 To be completed by Corporations

Date Incorporated

Wells Fargo Bank, N.A., was originally chartered on November 30, 1870.

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Under the laws of what state

Wells Fargo is a national banking association organized under the National Bank Act and is not incorporated under the laws of any state. Rather, it operates pursuant to a certificate of authority issued by the United States OCC.

Provide a COMPLETE list of officers

You can find a list of our executive leadership team and board of directors at: [wellsfargo.com](https://www.wellsfargo.com) > About Us > About Wells Fargo > Who We Are > Leadership and Governance.

Executive Officer

Charles Scharf

8 To be completed by Partnerships

Not applicable

9 Submitted by (name of person submitting questionnaire)

Relationship Manager Brenda Pollard

10 Is your company presently in compliance with all City, State and Federal requirements with jurisdiction over your business?

Yes. Wells Fargo will perform our obligations in accordance with: (i) applicable Federal laws, (ii) applicable state and local laws and regulations to the extent, in Wells Fargo's opinion, compliance would not conflict with applicable federal laws or industry banking practice or our own policies and procedures and (iii) Wells Fargo's Service Documentation, which governs the accounts and services to be provided.

11 If your answer is "NO", what is the specific area of non-compliance and what do you anticipate as the outcome?

Not applicable.

12 How many years has your company been in existence in its current business form and operating under the same name? Please attach documentation as proof.

Wells Fargo was chartered in 1870.

13 What are your general office hours?

General hours are Monday through Friday from 8:00 a.m. to 6:00 p.m. Central Time.

14 Telephone Number (must be a local or toll free)

You can reach Brenda 24 hours a day, seven days a week at 512-344-6711 or 512-773-1489. Contact information for your entire Wells Fargo team is in the biographies we provide later in our response.

After hours contact information

You can contact Brenda, Lia Givens, or GTM Service for after-hours support.

Fax number (must be local or toll free)

866-642-0296

Email address

brenda.pollard@wellsfargo.com

15 Provide a brief history and background of the company including parent and/or subsidiary companies relating to the merchant card services.

We've been processing card transactions since 1976. We partner with a host of industry-leading technology providers to deliver comprehensive card processing services, which includes our authorization and settlement partner, First Data. We offer merchants of all sizes processing for credit card, debit card, digital wallet, omnichannel, travel and entertainment (T&E) card, electronic check, and electronic benefits transfer through a host of POS equipment and software solutions.

More than 700 employees across the U.S. serve our merchant customers in roles including sales, operations, and merchant account management.

We are a merchant acquirer. We are not a direct processor or an ISO.

16 Describe company's organizational structure, especially as it applies to service provisions and customer service.

As previously detailed, the County will have the services of a dedicated team of banking professionals, led by your relationship manager, Brenda Pollard. Upon award of the banking services contract, we'll assign a dedicated client service officer.

17 Explain how company's expertise differs from those of company's competitor.

As one of largest banks in the U.S., Wells Fargo has the experience and expertise to be the County's financial services provider.

Described previously in our response, we believe our specialized Government Banking team, composed of experienced banking professionals, and innovative approach to providing banking services differentiates us from our competitors.

18 Include how long company has been providing the proposed solutions and how long the company has been assisting clients with these solutions.

Wells Fargo has been providing our customers with banking solutions since our founding in 1852.

19 Provide number of clients supported and the number of transactions that are processed annually.

Wells Fargo supports approximately 70 million customers. Our Government Banking team supports approximately 3,000 customers.*

* Wells Fargo internal reporting, as of Q4 2024.

Processing volumes

ACH

Wells Fargo is the largest originator of ACH services in the U.S. We're the third largest receiver.*

* Nacha, March 20, 2024. "Nacha Unveils Top 50 ACH Originating and Receiving Financial Institutions for 2023." nacha.org/news. (Does not include on-us transactions.)

In Tab H of the Appendix section, we provide additional detail about our ACH performance.

Wires

We list our average monthly volumes for the past 12 months* in the following table. The volumes include incoming and outgoing wires for each service by customer type.

* Internal reports. February 2024.

Corporate customers

Wire type	Items per month	Dollars per month
Fedwire	2,279,817	\$3 trillion
Internal	444,395	\$450 billion

Wire type	Items per month	Dollars per month
CHIPS	44,004	\$40 billion
Swift	251,197*	\$571 billion

* This is the number of Swift messages we received relating to funds transfers. The transfer transactions resulting from Swift messages are included in the Fedwire and internal volumes listed in the table.

Wholesale lockbox

The following table provides our average monthly wholesale lockbox volumes during a recent twelve-month period.

Lockbox location	Items	Dollars	Lockboxes	Customers
Dallas	379,000	376,411,160	138	98

20 Explain how the company plans to stay current and competitive.

We put our customers at the center of every decision we make. We keep these key points in mind as we enhance our services:

- Focus on the customer
- Stay current with technology
- Keep things simple
- Make them easy to implement
- Help customers keep pace globally

Through ongoing conversations, we hear what customers want from their treasury services — and how they want to use and access them.

21 Describe what major changes the company sees occurring in banking services in the next five (5) years. Explain plans to help customers move to new technologies. What approach the company is taking in the development of new services?

The speed of payments along with the associated information will continue to be a common theme within cash management. Payment platforms continue to evolve to support the launch of instant payments (FedNow and RTP), online gateways that collect data and payment detail, and embedded finance tools through the use of API. Encompassing these systems and processes is fraud mitigation and cyber security controls. All parties demand that their information is secure and accurate, and banking processes and tools will continue to evolve to meet those demands.

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Our strategy is to act as a trusted advisor to help you manage all of your banking operations. We provide implementation, technical support, and local experts. Our goal is to help you consolidate your banking relationships while maintaining in-market banking expertise.

Because our customers have expressed needs for simplification, we develop services that can be consistent across all platforms and regions. This effort helps ensure a dependable user experience.

We've invested in payment platforms that allow for transaction processing flexibility. Our plans include:

- Continued development of automated solutions that can reduce our customers' operating complexities
- Expansion of data-rich treasury reporting that can increase our customers' visibility and control of global accounts and liquidity

22 Explain any new services or features implemented in the past two (2) years. Describe any new services / technologies that are currently in implementation.

Our recently developed services and future enhancements are varied.

ERP integration through APIs

When our customers asked for a solution that uses business management software to access treasury services, we responded with ERP integration. Our service, Wells Fargo Vantage® Connect, leverages API technology to establish a pre-configured data exchange between an ERP and our systems. Setup for Vantage Connect is simple; we send a secure email that provides the plugin and installation guidance.

Vantage Connect works with commonly used systems, including NetSuite®, Sage Intacct®, and Microsoft Dynamics 365 Business Central*. You sign into your ERP platform and then select the embedded service. You can initiate ACH payments, view account balance and transaction details, and submit issued check information on demand, 24 hours a day, seven days a week. Please note that ACH payments don't currently support secondary approvals.

The following image shows the interaction.[†]



* Positive pay is not currently available for Microsoft Dynamics 365 Business Central.

† We offer Wells Fargo Vantage Connect in collaboration with third party system integrator FISPAN.

Upcoming enhancements for Vantage Connect include the ability to initiate wires and virtual card payments, as well as secondary approval options for payments.*

* All future functionality is subject to development, change, or cancellation. Wells Fargo makes no representation about when the functionality will go to market.

Online banking platform

We're enhancing our online banking platform to deliver elevated, personalized experiences, with a more streamlined design and increased functionality. These enhancements will make our online banking platform's homepage a central location for working items within the platform and help direct your focus to time sensitive tasks and your most frequently used services.

A few enhancements we're working on include:

- Creating a personalized and customizable homepage with easy navigation and presenting your prioritized and most important items.
- Redesigning the Administration page to be easier to use, provide functionality that is more consistent across products and services, and to empower our users to complete tasks more effectively by putting your most urgent tasks up front.
- Providing real-time onscreen help within the platform and more self-service support that could help minimize your need to connect with our customer service team.
- Enabling a new experience to support self-service capability for legal entity activities with your authorized representatives.

We're committed to the enhancements we've described in the previous paragraphs, but we can't yet commit to a timeline for when these will be widely available. As soon as we have a firm release date for these new enhancements, we can provide more detail.

Remote deposit

We're developing the ability for you to access our remote deposit service from additional operating systems and browsers.

Mobile deposit enhancements

Mobile deposit service users with scan and balance authorizations can deposit checks from a camera-enabled iPhone, iPad, or Android smartphone through the downloadable Wells Fargo Vantage app available from the Apple App Store and Google Play store.

Commercial card

We recently introduced the following new features.

Straight Through Processing

With our Straight Through Processing* solution, we can help streamline and simplify your payment process and make it easier for suppliers to do business with you. With our service, you can help prevent delays associated with sending and receiving invoices and you don't have to wait for suppliers to charge your credit card. When you initiate a payment, we send it straight through to your supplier's merchant acquirer. The merchant acquirer processes and deposits the payment into your supplier's bank account. Suppliers benefit because they don't have to process payments themselves.

* We offer our Straight Through Processing in conjunction with our WellsOne® Virtual Card Payments service. Additional fees and restrictions apply.

Expense management

We want to make it easier for you to manage your online card program, which is why we worked with a top-tier fintech company to offer expanded expense management functionality, such as:

- Intuitive coding of common expenses
- Multilevel transaction approvals
- Real time spend controls
- Mileage calculations using Google Maps™
- Mobile app experience that allows users to manage expense activities with any mobile device
- Automated employee cash reimbursements
- Comprehensive reporting that provides visibility into transactions, users, supplier spend, and other program-monitoring data
- Fraud alerts

23 Include any major changes in hardware that your firm anticipates in the next three (3) years. If any, what changes should Fort Bend County anticipate and how should Fort Bend County plan for those changes on hardware issues.

Based on the services in scope for the County, we don't anticipate that you'll be impacted by any major hardware changes. Standard machine upgrades or replacements, such as remote deposit scanners, may be needed.

24 State present workload, outline the percentage of time available for this RFP and how current workload will affect current workload will affect the ability to accomplish the requirements of this RFP.

Our dedicated government team is aligned such that each relationship manager generally limits how many customers they onboard to a maximum of two per year. As a result, those customers have their complete focus and attention.

As detailed previously in our response, the County will have the services of a dedicated implementation team led by a dedicated project manager. Not only will we have calls with the County on a weekly basis at a minimum, but we'll conduct weekly internal calls to help ensure we're meeting milestones.

25 Vendor shall provide qualified personnel who will perform in a professional manner. "Professional manner" means the personnel performing shall possess the skill, license(s) and competence consistent with the prevailing business standards within the State of Texas.

We acknowledge and agree.

26 The vendor shall have available key personnel with a combined minimum work force that can meet the technical requirements described herein.

We acknowledge and agree.

27 Respond to each of the following with "yes"/"no" responses. Failure to fully and truthfully disclose the information required may result in disqualification of vendor's response from consideration or termination of the resulting agreement. "Yes" answers must indicate the name of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page attached to vendor's response.

We acknowledge.

28 Has vendor or any member of its firm or team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? Is the vendor's company or any of its officers, director, partners or principals now under indictment, court order or investigation?

No.

29 Has vendor or any member of its firm or team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the County or any other federal, state or local government, or private entity?

Yes.

30 Has vendor or any member of its firm or team to be assigned to this engagement been involved in any claim or litigation with the County or any other federal, state or local government, or private entity during the last ten (10) years?

Yes.

31 Describe any litigation against vendor's company in the past five years including any settled or dismissed matters. Is vendor's company under investigation or subject to any regulatory action by either a state or federal agency? If yes, explain.

Wells Fargo and certain of our subsidiaries are involved in a number of judicial, regulatory, governmental, arbitration, and other proceedings or investigations concerning matters arising from the conduct of our business activities, and many of those proceedings and investigations expose Wells Fargo to potential financial loss or other adverse consequences. These proceedings and investigations include actions brought against Wells Fargo and/or our subsidiaries with respect to corporate-related matters and transactions in which Wells Fargo and/or our subsidiaries were involved. In addition, Wells Fargo and our subsidiaries may be requested to provide information to or otherwise cooperate with government authorities in the conduct of investigations of other persons or industry groups. Based on information currently available, advice of counsel, available insurance coverage, and established reserves, Wells Fargo believes that the eventual outcome of the actions against Wells Fargo and/or its subsidiaries will not, individually or in the aggregate, have a material adverse effect on Wells Fargo's consolidated financial condition. Additionally, at this time, and to the best knowledge of the Wells Fargo representatives preparing this response, Wells Fargo has not been involved in any regulatory reviews or any legal actions that would have a material adverse effect on our ability to provide the services requested in this RFP.

To the extent any litigation or regulatory matters are required to be reported, they are disclosed in Wells Fargo's SEC filings and are matters of public record:

- Copies of the legal proceedings sections from Wells Fargo's recent public filings and most recent periodic reports are available at:
https://www.wellsfargo.com/invest_relations/filings.
- Legal actions start on page 93 of the Q3 2024 Form 10-Q
- Wells Fargo's annual reports are available at:
https://www.wellsfargo.com/invest_relations/annual.

32 Has vendor had any complaints filed with the Better Business Bureau for failure to perform in accordance with agreements.

Yes. Please see our response to question 31.

33 Is vendor's company currently involved in any active/pending civil matters? If yes, explain.

Yes. Please see our response to question 31.

34 If your company does not have an office in Fort Bend County, please explain how your company will provide services should Fort Bend County decide to award to your company?

We can provide branch depository services through our network of branches in Fort Bend County. Please see the full list in Tab B of the Appendix section.

Relationship Manager Brenda Pollard, who has an office in Houston, is responsible for your overall relationship with the bank, and will help to ensure your service needs are met.

➤ **Mere reiterations of specifications are strongly discouraged, as they do not provide insight into the vendor's ability to meet the specifications.**

We've provided detailed information about our ability to meet your specifications.

Tab 2. Firm Experience

- **Provide professional qualifications and experience of vendor and its staff with a minimum of four (4) years of relevant experience, similar in size to FBC, and demonstrated success in providing the services requested in this RFP.**

Wells Fargo formed our Government Banking team to better support the needs of our government customers, their employees, and the communities they serve. The team is composed of banking, credit, and treasury management professionals who work together and seek to provide you with the industry expertise and specialization you need to make sound financial decisions.

We're highly focused on service and collaboration and provide each government customer with a tenured relationship manager, local to your market. Your relationship manager, Brenda Pollard, oversees your relationship and partners with your treasury consultant, Lia Givens, to share new ideas and consult with you about your services. Experienced treasury analysts, customer service representatives, and implementation consultants also step in whenever needed to provide support for critical areas of your business.

We understand the different needs and challenges facing our government customers, which is why we dedicate employees with government experience to help you maximize efficiency and take advantage of cost-saving options. Our team can also help you navigate the strict guidelines and technology challenges unique to governments.

Whether it's advice on how to raise capital, manage assets, or increase operational efficiencies, we constantly share the knowledge we've gained from other government customers that have similar challenges.

- **Provide respondent's history, background, and principal officers.**

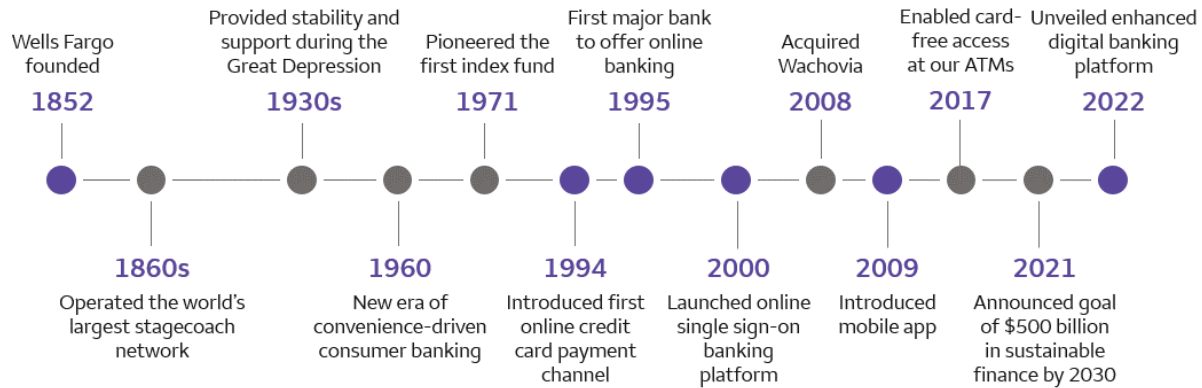
On March 18, 1852, our founders — Henry Wells and William G. Fargo — began an innovative start-up company dedicated to helping customers build businesses and manage money in a rapidly changing world. Wells and Fargo used their hands-on experience making deliveries by steamship and stagecoach to develop a network of offices from California to New York and around the world. Wells Fargo agents in thousands of communities provided financial services to local businesses, including money orders and funds transfers by telegraph and delivery of valuable goods and mail.

Much has changed since 1852. New communities and industries have emerged and grown. Evolving technology has made communication and financial transactions faster. Across time, and for every generation, Wells Fargo has continued helping customers go further by providing innovative financial services to get ahead. In times of prosperity, depression, or war, people and businesses have turned to Wells Fargo for the solutions they need to survive and thrive.

WELLS FARGO

We're committed to continuing this legacy of providing essential services, developing innovative solutions, and removing barriers so that we help consumers, communities, and companies achieve prosperity and success.

The following timeline shows some of our company's significant milestones.*†



* Wells Fargo. Accessed November 2024. wellsfargohistory.com > Timeline of Innovation.

† Wells Fargo "Uncorking e-commerce." Accessed November 28, 2023, and originally posted November 5, 2018. wellsfargohistory.com > Our Story > Trailblazers.

Principal officers

You can find a list of our executive leadership team and board of directors at:

wellsfargo.com > About Us > About Wells Fargo > Who We Are > Leadership and Governance.

➤ **Provide respondent's organizational chart.**

Please see Tab I of the Appendix section.

➤ **Provide description of project team organization: names and resumes of team members**

The County will have the attention of a dedicated team of banking professionals. Following are brief biographies for the key members of your Wells Fargo team. In addition, we'll assign a dedicated client service officer upon award of business.

Relationship Manager Brenda Pollard, Executive Director	
1000 Louisiana St. Ninth Floor Houston, TX 77002 brenda.pollard@wellsfargo.com 512-344-6711 office 512-773-1489 mobile	Brenda offers the County consultative financial and banking guidance and coordinates the team of specialists that support your banking relationship. She is your advocate at the bank. Brenda has worked in banking since 2002 and has supported local and state Texas government banking since 2011. She has experience with counties, school districts, cities, political subdivisions, and state relationships. Brenda received her M.B.A from Texas A&M University and a B.S. in hospitality administration from the University of Nevada, Las Vegas. She is involved in the Association for Financial Professionals (AFP) and Texas Women in Public Finance (TWPF).

Treasury Management Consultant

Lia Givens, Vice President

1445 Ross Ave.
23rd Floor
Dallas, TX 75202

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lia.givens@wellsfargo.com
469-498-6585 office
214-681-6109 mobile

Lia offers her treasury management expertise to the County. She shares best practices and product and service information to guide you in developing your treasury management program.

Lia has worked in banking since 2006. She began working for Wells Fargo in 2016 as a treasury management consultant.

Lia received her B.S. degree in business finance with a minor in Spanish from the University of Florida.

Relationship Associate

Jennifer M. Foster

111 Congress Ave.
11th Floor
Austin, TX 78701

jennifer.m.foster@wellsfargo.com
512-568-3381

Jennifer supports your relationship manager, Brenda, and helps to enhance your customer service experience. She serves as your liaison with other areas of the bank. She also assists with questions related to account analysis statements and overdrafts.

Jennifer joined Wells Fargo in 2006 and has been a relationship associate since 2016.

➤ **References (Exhibit A)**

We provide our references on the page that follows.

REFERENCES

Reference #1

Organization Name:	Metropolitan Transit Authority (METRO)
Contact Email:	Daniel.Weber@ridemetro.org
Contact Name:	Daniel Weber
Contact Tel. No.:	713-739-6945
Address:	1900 Main Street
	Houston, Texas 77002
Services Provided	Full treasury management relationship, including receivables, payables, liquidity, collateral, etc

Reference #2

Organization Name:	Williamson County
Contact Email:	scott.heselmeyer@wilco.org
Contact Name:	Scott Heselmeyer, County Treasurer
Contact Tel. No.:	512-943-1540
Address:	710 S. Main Street Ste 100
	Georgetown, Texas 78626
Services Provided	Full treasury management relationship, including receivables, payables, liquidity, collateral, etc

Reference #3

Organization Name:	Denton County
Contact Email:	cindy.brown@dentoncounty.gov
Contact Name:	Cindy Brown, County Treasurer
Contact Tel. No.:	940-349-3150
Address:	1 Courthouse Dr Suite 1400
	Denton, TX 76208
Services Provided	Full treasury management relationship, including receivables, payables, liquidity, collateral, etc

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Tab 3. Price

➤ **Provide completed pricing matrix**

Please see the pricing matrix as well as additional pricing information on the pages that follow.

Fort Bend County RFP 25-004

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
Note: some formulas not set capture all volume but were not adjusted . We can provide the fee schedule in Excel if needed.					
DEPOSITORY SERVICES					
Account Maintenance	\$ 5.00	137	98	235	685.00
Checks-Debits	\$ 0.10	3,290	4,238	7,528	329.00
Credits	\$ 0.10	1,033	923	1,956	103.30
On-Us Items Deposited	\$ 0.08	403	860	1,263	32.24
Local City				-	0.00
Transit Items	\$ 0.08	9,521	6,381	15,902	761.68
Local Clearing House				-	0.00
Local RCPC				-	0.00
Other 11th Fed				-	0.00
Encoding Charge				-	0.00
Reject Item				-	0.00
Stop Payment Charge - manual	\$ 2.00	19	24	43	38.00
NSF Charge	\$ 35.00			-	0.00
Commercial Deposit Cash Processing - branch per \$100	\$ 0.00	381,552		381,552	343.40
Remote Deposit Capture					
Remote Deposit Capture maintenance fee	8	8		8	64.00
Remote Deposit Capture-Credits	0.03	11,525	7,324	18,849	345.75
Remote Deposit Capture-Review Items				-	0.00
Remote Deposit Capture - On-Us				-	0.00
Remote Deposit Capture - Local City				-	0.00
Remote Deposit Capture - Transit				-	0.00
Remote Deposit Capture - Local Clearing House				-	0.00
Remote Deposit Capture - Local RCPC				-	0.00
Remote Deposit Capture - Other 11th Fed				-	0.00
Remote Deposit Capture - Deposit Correction				-	0.00
Remote Deposit Capture-Set Up Fee (One Time)	0			-	0.00
Remote Deposit Capture PROGRAMMING (Per Hour)	0			-	0.00

Fort Bend County RFP 25-004

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
ADDITIONAL ACCOUNT SERVICES					
Account Analysis Statement 822				-	0.00
Special Signature Requirement	N/A			-	0.00
Special Sig Requirement Items	N/A			-	0.00
Research-Copy of Statement (Per Statement)	No charge			-	0.00
Research (Per Hour)	No charge			-	0.00
Research Copies (Per Page)	No charge			-	0.00
Proof Deposit Corrections				-	0.00
Minimum Balance Fee	No minimum balance			-	0.00
Audit Confirmations	No charge			-	0.00
Courier Charges	N/A			-	0.00
Overdraft Deposit Transfer	N/A			-	0.00
Manual Book Transfer	2			-	0.00
Fed Pass Thru Charges	0.1275			-	0.00
ACCOUNT ANALYSIS					
AA - Third Party Pass Thru Fee	N/A			-	0.00
AA - Invoiced Account Analysis	No charge			-	0.00

Fort Bend County RFP 25-004

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
ACCOUNT RECONCILIATION (ARP) & POSITIVE PAY					
ARP - Partial Maintenance	15			-	0.00
ARP - Partial Items	0.02			-	0.00
ARP - Full Maintenance	15			-	0.00
ARP - Full Items	0.02			-	0.00
ARP - Full With Positive Pay-Checks Paid	Included			-	0.00
ARP - Deposit Service Maintenance	15			-	0.00
ARP - Deposit Recon Items	0.01		2	2	0.00
ARP - Data Transmission (In/Out)	1			-	0.00
ARP - Outgoing Transmission Fee	0.01			-	0.00
ARP - Manual Issues/Deletes	0.01			-	0.00
ARP - Postage	N/A			-	0.00
Positive Pay - Monthly Maintenance (Per Account)	25	131	14	145	3,275.00
Positive Pay - Paid No Issue Exception	\$ 0.50	-	30	30	0.00
Positive Pay - Paid Only Items		1,116	4,152	5,268	0.00
Positive Pay - ACH Paid Expectations	0.75	13	3	16	9.75
Positive Pay - ACH Returned Except	0.75	1	1	2	0.75
Positive Pay - Issued Checks	0.05	1,113	5,615	6,728	55.65
Positive Pay - Voided Checks	No charge	25	42	67	0.00
Positive Pay - Teller Presentment (Exceptions)				-	0.00
Positive Pay - Transmission				-	0.00
Positive Pay/ARP - File Reformatting				-	0.00
Positive Pay - Fax (Per Account)				-	0.00
Positive Pay Return (Paid No Return)	\$ 1.00		3	3	0.00
ACH Filter	\$ 2.00		1	1	0.00
AR ACH Pos Pay Monthly	2			-	0.00
AR ACH Pos Pay Exceptions	0.75			-	0.00
AR ACH Pos Pay Set Up	Waived for on-boarding			-	0.00
AR ACH Pos Filter Add	No charge			-	0.00
AR ACH Pos Filter Update	No charge			-	0.00
AR Paid Check Positive Pay Alone Payee	0.01			-	0.00
AR Paid Check Positive Partial Payee	N/A			-	0.00
AR Maintenance Positive Pay Full Payee Match	15			-	0.00
AR Paid Check Positive Pay Full Payee Match	0.02			-	0.00
AR ACH Positive Pay Return	0.75			-	0.00

Fort Bend County RFP 25-004

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
ACH SERVICES					
ACH - Maintenance	10				0.00
ACH - Batch Files	3	26	78	104	78.00
ACH - Per Item Process	\$ 0.03	9,630	9,805	19,435	288.90
ACH - Debits Originated	\$ 0.03	386	196	582	11.58
ACH - Credits Originated	\$ 0.03	1,654	1,142	2,796	49.62
ACH - Return Items or Reject (Debits and Credits)	0.5	7		7	3.50
ACH - Return Notification	No charge	4	10	14	0.00
ACH - Transmissions	3			-	0.00
ACH - Transmissions Output	3			-	0.00
ACH - Reversals	\$ 5.00		3	3	0.00
ACH - Credits Received	0.02			-	0.00
ACH - Debits Received	0.02			-	0.00
ACH - Addenda	0.01			-	0.00
ACH - Recleared Items	0.5			-	0.00
ACH - Transmittal Acknowledgements	No charge			-	0.00
ACH - Special Report (Monthly/Per Report)	N/A			-	0.00
ACH - Bank Initiated	N/A			-	0.00
ACH – Direct Send Set Up (One Time)	N/A			-	0.00
ACH - Corporate NACHA Output File	N/A			-	0.00
ACH - Research Request	No charge			-	0.00
ACH - Exception File	20			-	0.00

Fort Bend County RFP 25-004

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
BALANCE REPORTING SERVICES					
Previous Day Summary	10			-	0.00
Previous Day Detail	N/A			-	0.00
Previous Day Transactions	0.04			-	0.00
Current Day Summary	20			-	0.00
Current Day Summary (2-5)	N/A			-	0.00
Current Day Summary (6-10)	N/A			-	0.00
Current Day Summary (11+)	N/A			-	0.00
Current Day Detail	0.04			-	0.00
Intraday Transactions	0.04			-	0.00
Online ACH Module Maintenance	No charge			-	0.00
Online Wire Maintenance (Per Account)	No charge			-	0.00
AC Book Transfer-Repetitive	1			-	0.00
AC Book Transfer-Non-Repetitive	1			-	0.00
Bank Administration Request Fee	N/A			-	0.00
Bank Reports	10			-	0.00
Online Users Fee (Per User)	No charge			-	0.00
Internet Transfer Deposit	1	747	567	1,314	0.00
Online Stop Payment	\$ 2.00	10	2	12	0.00
Online Stop Payment Cancel	2			-	0.00
Balance Reporting Set Up Fee (One Time)	Waived for on-boarding			-	0.00
Software Support/Training	No charge			-	0.00
Manual Balance Reporting	N/A			-	0.00
Password Resets	No charge			-	0.00
Replacement Tokens	No charge			-	0.00
Qrecon - Monthly Maintenance	10			-	0.00
Qrecon - Per Items	0.01			-	0.00
BAI Maintenance	No charge			-	0.00
BAI Direct Transmission (Per Account)	25			-	0.00
BAI Direct Transmission (Setup)	Waived for on-boarding			-	0.00

Fort Bend County RFP 25-004

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
COLLECTIONS					
Collection - Incoming Item	Dependent on type of item			-	0.00
Collection - Outgoing Item	Dependent on type of item			-	0.00
Collection - Return	1.5			-	0.00
Collection - Wire Outgoing	4			-	0.00
Collections-Web Del Manual Key	N/A			-	0.00
Collections-Web Delivery Maintenance	N/A			-	0.00
CONTROLLED DISBURSEMENT SERVICES					
Cont Disbursement - Monthly Maintenance	50			-	0.00
Cont Disbursement - Items	0.08			-	0.00
ELECTRONIC DATA INTERCHANGE					
ACH EDI Corporate Advice	0.03			-	0.00
ACH EDI EOB Report Page	N/A			-	0.00
EDI Monthly Fees	15			-	0.00
EDI Origination Items	0.03			-	0.00
EDI Programming	No charge			-	0.00
EDI Value Added Network	N/A			-	0.00
EDI Service Setup Fee	N/A			-	0.00
EDI File Receiving	2			-	0.00

Fort Bend County RFP 25-004

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
Online Payment System					
E-Bill service - additional volume discussion required					
Online Payment System - Website Hosting Setup	Waived - \$2500			-	0.00
Online Payment System- Monthly Website Hosting	300			-	0.00
Online Payment System - Content Editor Setup				-	0.00
Online Payment System - Domain Name Registration				-	0.00
Online Payment System- Global Certificate				-	0.00
Online Payment System - Web Trend Reporting				-	0.00
Online Payment System- Standard Online Payment Setup				-	0.00
Online Payment System- Standard Online Payment Monthly Maintenance	1000			-	0.00
Online Payment System - Software Based Payment Setup				-	0.00
Online Payment System- Software Based Payment Monthly Maintenance				-	0.00
Online Payment System Credit Card Transaction	0.005			-	0.00
Online Payment System eCheck Transaction	0.02			-	0.00
Online Payment System- Translation per Word				-	0.00
Online Payment System - File Transmission (Monthly)				-	0.00
Online Payment System- Programming (Per Hour)				-	0.00
Online Payment System- Online Shopping Cart Setup	N/A			-	0.00
Online Payment System- Online Shopping Cart Maintenance	N/A			-	0.00
IMAGING SERVICES					
Image - Exception Statement	N/A			-	0.00
Image - Statement w/Checks	N/A			-	0.00
Image - CD-ROM	N/A			-	0.00
Image - CD-ROM Credit	N/A			-	0.00
Image - CD-ROM Debit	N/A			-	0.00
Image - Online Statements	No charge			-	0.00

Fort Bend County RFP 25-004

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
INVESTMENT SERVICES					
Safekeeping - Federal Home Land Bank Fees	Separate safekeeping fee schedule			-	0.00
Safekeeping - Deposit/Withdrawal				-	0.00
Safekeeping - Maintenance - Book Entry				-	0.00
Safekeeping - Maintenance - FRB (Federal Reserve Bank)				-	0.00
Safekeeping - Maintenance - Physical				-	0.00
Safekeeping - Interest Collection				-	0.00
Safekeeping - Pledge/Release				-	0.00
Securities - Receive/Deliver Book Entry				-	0.00
Securities - Receive/Deliver FRB				-	0.00
Securities - Receive/Deliver Physical				-	0.00
Custody Acct Fee - Clearance				-	0.00
Custody - Acct Fee				-	0.00
INVESTMENT SWEEPS					
Investment - Money Fund Sweep	25	7		7	175.00

Fort Bend County RFP 25-004

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
LOCKBOX SERVICES - WHOLESALE					
Lockbox Wholesale - Monthly Maintenance	120			-	0.00
Lockbox Wholesale - Items	0.02			-	0.00
Lockbox - Item Encoding Charge	No charge			-	0.00
Lockbox - Invoice Capture Keystrokes	0.01			-	0.00
Lockbox - Remitter Keystrokes	0.01			-	0.00
Lockbox - Exception Notification	No charge			-	0.00
Lockbox - Exception Items	0.1			-	0.00
Lockbox - Data Transmission	125			-	0.00
Lockbox - Courier Prep	25			-	0.00
Lockbox - Postage	Pass-thru			-	0.00
Lockbox - No Check Mail	0.2			-	0.00
Lockbox - Special Reassociation	0.6			-	0.00
Lockbox - Additional Copies	0.15			-	0.00
Lockbox - Credit Card Processing	3			-	0.00
Lockbox - Deposits - Cash (Per Envelope)	12			-	0.00
Lockbox - Postage Due & Address Change	Pass-thru			-	0.00
Lockbox Budget - Monthly Maintenance	N/A			-	0.00
Lockbox Budget - Items	N/A			-	0.00
Lockbox -Walk-In Deposit	2.5			-	0.00
Lockbox - Blended	N/A			-	0.00
Lockbox - Per Deposit	0.1			-	0.00
Lockbox - Special Sort (1)	0.4			-	0.00
Lockbox - Special Sort (2-3)	0.4			-	0.00
Lockbox - Special Sort (4 - 5)	0.4			-	0.00
Lockbox - Programming (Per Hour)	Waived for on-boarding			-	0.00
Lockbox - Inactive Sort (Monthly)	N/A			-	0.00
Lockbox - Mail Forwarding (Up To 30 Days)	300			-	0.00
Lockbox - Mail Forwarding (Up To 90 Days)	300			-	0.00
Lockbox - Image Re-association (Check)	0.6			-	0.00

Fort Bend County RFP 25-004

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
LOCKBOX SERVICES - IMAGING & WEB DELIVERY					
Lockbox Web Delivery - Monthly Maintenance	0.05			-	0.00
Lockbox - Image Maintenance	175			-	0.00
Lockbox - Image Transmission	0.03			-	0.00
Lockbox - Image Items	0.04		14,141	14,141	0.00
Lockbox - Image CD-ROM	N/A			-	0.00
LOCKBOX SERVICES - RETAIL					
Lockbox Retail - Monthly Maintenance	125				0.00
Lockbox Retail - Items	0.35		11,540	11,540	0.00
Lockbox - Item Encoding Charge	No charge			-	0.00
Lockbox - Exception Notification	No charge			-	0.00
Lockbox - Exception Items	0.1		62	62	0.00
Lockbox - Data Transmission	0.015		19	19	0.00
Lockbox - Courier Prep	25			-	0.00
Lockbox - Postage	Pass-thru			-	0.00
Lockbox - No Check Mail	0.2			-	0.00
Lockbox Retail- Stop File (Weekly/Monthly)	250			-	0.00
Lockbox Retail - Stop File (Daily)				-	0.00
Lockbox Retail - Stop File Rejects				-	0.00
Lockbox Retail - Coupon Rej >5%	0.4			-	0.00
Lockbox - Credit Card Processing	3			-	0.00
Lockbox - Deposits - Cash (Per Envelope)	12			-	0.00
Lockbox - Postage Due/Address Change	Pass-thru			-	0.00
Lockbox Retail - Check Without Coupon	0.6			-	0.00
Lockbox - Image CD-ROM Check	N/A			-	0.00
Lockbox - Image CD-ROM Remittance	N/A			-	0.00
Lockbox Budget - Monthly Maintenance	N/A			-	0.00
Lockbox Budget - Items	N/A			-	0.00
Lockbox - Blended	N/A			-	0.00
Lockbox - Per Deposit	0.1			-	0.00

Fort Bend County RFP 25-004

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
LOCKBOX SERVICES - RETAIL (cont'd)					
Lockbox - Private Label Per Deposit	N/A			-	0.00
Lockbox - Rejects	0.2			-	0.00
Lockbox - Special Sort (1)	0.4			-	0.00
Lockbox - Special Sort (2-3)	0.4			-	0.00
Lockbox - Special Sort (4 - 5)	0.4			-	0.00
Lockbox - Programming (per hour)	Waived for on-boarding			-	0.00
Lockbox -Receivable Matching File (Weekly/Monthly)	75			-	0.00
Lockbox - Receivable Matching File (Daily)	5			-	0.00
Lockbox - Inactive Sort (Monthly)	N/A			-	0.00
E-Lockbox - Setup Fee	0			-	0.00
E-Lockbox - Maintenance	100		1	1	0.00
E-Lockbox - Items	0.05		648	648	0.00
Lockbox - Mail Forwarding (Up To 30 Days)	300			-	0.00
Lockbox - Mail Forwarding (Up To 90 Days)	300			-	0.00
Lockbox - Image Re-association (Check)	0.6			-	0.00
Lockbox - Return Envelope (Per Envelope)				-	0.00

Fort Bend County RFP 25-004

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
OUTSOURCED DISBURSEMENT SERVICES					
OSD - New Service Setup - Check or ACH Per File Type	Waived for on-boarding			-	0.00
OSD - New Service Setup - Check and ACH (Integrated Payables)	Waived for on-boarding			-	0.00
OSD - New Service Setup - Add Check or ACH to Existing Service	Waived for on-boarding			-	0.00
OSD - New Service Setup - Online Document Presentment	Waived for on-boarding			-	0.00
OSD - Additional Account Set-Up (To Existing File Type)	120			-	0.00
OSD - Signature Change Fee	\$120			-	0.00
OSD - Logo Change Fee	120			-	0.00
OSD - Monthly Service Maintenance Fee	100			-	0.00
OSD - Monthly Maintenance Fee - Online Doc. Presentment Branded Website	N/A			-	0.00
OSD - Monthly Maintenance Fee - Check to ACH Conversion (P-Net)	No charge			-	0.00
OSD - Custom Programming - Integrating Non-Standard Data Files (Per Hour)	N/A			-	0.00
OSD - Customer Programming - Other (Website, etc) (Per Hour)	120			-	0.00
OSD - Pulls (Per Item)	20			-	0.00
OSD - Pulls (Per Occurrence)	20			-	0.00
OSD - ACH File Translation (1 - 5,000) (Each)	0.02			-	0.00
OSD - ACH File Translation (1 - 5,0001 - 10,000) (Each)	0.02			-	0.00
OSD - ACH File Translation (10,001 - 30,000) (Each)	0.02			-	0.00
OSD - ACH File Translation (30,001+)	0.02			-	0.00
OSD - ACH Addenda Record per line	0.01			-	0.00
OSD - Online Documented Presentment - Per Page	0.1			-	0.00
OSD - Online Documented Presentment - Payee Registration/Activation (one time)	N/A			-	0.00
OSD - ACH to Check Conversion - Per Payment Converted	0.3			-	0.00
OSD - ACH to Check Conversion - Custom Campaign (Quote)	N/A			-	0.00
OSD - Express Handling Fee (Per Item)	Pass-thru			-	0.00
OSD - Manual 9 x 15 Envelope Stuffing (Each)	1.25			-	0.00
OSD - Minimum File Charge (1-3)	4			-	0.00
OSD - Minimum File Charge (4+)	4			-	0.00

Fort Bend County RFP 25-004

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
OUTSOURCED DISBURSEMENT SERVICES (cont'd)					
OSD - Rush Processing (Per Item)				-	0.00
OSD - Postage	Pass-thru			-	0.00
OSD - Pre-sort Fee (Per Item)	N/A			-	0.00
OSD - Positive Pay File (Per Item)	50			-	0.00
OSD - Additional Document Retention (Per Page Per 12 Months)	N/A			-	0.00
PAYROLL CARD					
PRC - Set Up Fee (One Time)	Payroll card is not available			-	0.00
PRC - Card Database Maintenance (Per Card)				-	0.00
PRC-Delivery Postage				-	0.00
PRC-Rush Delivery (Per Card)				-	0.00
PRC-Generic V/MC Card Production (Per Card)				-	0.00
PRC-Custom V/MC Card Production (\$6/Per Card; Minimum Order 400 Cards)				-	0.00
PRC-Additional Inserts (Per Insert)				-	0.00
PRC-Pull and Expedite (Per Pull)				-	0.00
PRC-Pull and Destroy (Per Pull)				-	0.00
PRC-Pull and Re-Address (Per Pull)				-	0.00
PRC-Paper Report Request (Per Pull)				-	0.00
PRC-Program Set-Up Standard				-	0.00
PRC-Custom Programming (Per Hour)				-	0.00
PRC-Digitized Logo (One Time)				-	0.00
RETAIL BRANCH SERVICES					
Retail Services - Safe Deposit Box	Varies by location - provided by consumer bank			-	0.00
RETURN ITEMS					
Return Item - Redeposits	0.5			-	0.00
Return Item - Chargebacks	\$ 1.50	47	9	56	0.00
Return Item - Reclear	0.5			-	0.00
Return Item - Image Maintenance (Web) per account	10			-	0.00
Return Item - Image Item (Web)	0			-	0.00
Return Item - Data Field Keyed	0.3			-	0.00
Return Item - File Transmission	10			-	0.00

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REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
VAULT SERVICES					
Vault Svcs-Deposit (Per Deposit)	1			-	0.00
Vault Svcs-Cash Deposit Processing (Per \$100)	0.0009			-	0.00
Vault Svcs-Deposit Correction	8			-	0.00
Vault Svcs-Rolled Coin-Full Box	3			-	0.00
Vault Svcs-Rolled Coin-Partial	0.1			-	0.00
Vault Svcs-Bag of Loose Coin	5			-	0.00
Vault Svcs-Strap-Wrapper Supply				-	0.00
Vault Svcs-Locked Zipper Bag	N/A			-	0.00
Vault Svcs-Non Std Chg Order	3.5			-	0.00
Vault Coin Deposit Fed Ready Bag	3			-	0.00
Vault Cash Processing Envelope Deposit				-	0.00
Vault Svcs-Deposit Verification				-	0.00
Vault Svcs-Non Std Deposit Bag	\$ 5.00	-	916	916	0.00
Vault Svcs-Plastic Bag (19x28) (Per Box)	See supply catalog			-	0.00
Vault Svcs-Plastic Bag (22x33) (Per Box)	See supply catalog			-	0.00
Vault Svcs-Plastic Bag (15x20) (Per Box)	See supply catalog			-	0.00
Vault Svcs-Plastic Bag (20x20) (Per Box)	See supply catalog			-	0.00
Vault Svcs-Chg Order Same Day Delivery	3.5			-	0.00
Vault Svcs-Chg Order Late (After 10 AM)	3.5			-	0.00
Vault Svcs-Daily Fax Notification	N/a			-	0.00
Vault Svcs-Standing Change Order	3.5			-	0.00
Vault Svcs-Faxed Change Order	N/A			-	0.00
Vault Svcs-Standing Order Alt	N/A			-	0.00
Vault Svcs-Bag With Rolled Coin				-	0.00
Vault Svcs-Research (Per Hour)	No charge			-	0.00
Vault Envelope Adjustment	8			-	0.00
Vault Svcs - Change Order Currency (Per \$1000)	0.001			-	0.00
Vault Svcs -Change Order	3.5			-	0.00
Vault - Phone Notification (Disc < \$100)				-	0.00
Vault Monthly Maintenance Fee (Per State)				-	0.00

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REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
WIRE TRANSFERS					
Wire - Monthly Maintenance (Per Account)	No charge			-	0.00
Wire - Incoming	\$ 2.00	24	27	51	0.00
Wire - Outgoing	\$ 4.00	94	2	96	0.00
Wire - Account Transfer	1			-	0.00
Wire - Account Transfer Phone	N/A			-	0.00
Wire - Outgoing PC Initiated	\$ 4.00		5	5	0.00
Wire - Standing Outgoing Transfer	4			-	0.00
Wire - Batch Wires Set Up Fee	No charge			-	0.00
Wire - Batch Book Transfer	1			-	0.00
Wire - Batch Outgoing Fed Wire	4			-	0.00
Wire - Batch Outgoing International	15			-	0.00
Wire - Branch Initiated (Without Pin)	N/A			-	0.00
Wire - E-Mail Advice	No charge			-	0.00
Wire - Fax Advice	N/A			-	0.00
Wire - Phone Advice	N/A			-	0.00
ZERO BALANCE ACCOUNT SERVICES					
ZBA - Master Account Monthly Maintenance	5			-	0.00
ZBA - Subsidiary Account Monthly Maintenance	5			-	0.00
UNCOLLECTED FUNDS FEE					
	Rate of prime +3%			-	0.00

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REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
MERCHANT SERVICES					
Per Item	Merchant services confirmed not in scope per addendum			-	0.00
Access (pre-paid cards)				-	0.00
Internet Discount				-	0.00
Internet Per Item				-	0.00
Address Verification (IVR)Discount fee				-	0.00
Address Verification (IVR)Transaction fee				-	0.00
Other Vendor Fees:				-	0.00
Debit Cards: Transaction Fees				-	0.00
PIN Debits				-	0.00
No PIN Debits				-	0.00
Transactions fees				-	0.00
Cancellation				-	0.00
Chargeback/Return				-	0.00
Equipment Lease/Purchase: Terminal/Printer Unit(s)				-	0.00
Lease				-	0.00
Purchase				-	0.00
Credit Card Swiping Computer Keyboard: Card Readers				-	0.00
Mobile Cradles				-	0.00
Wireless Terminal/Printer Unit(s)				-	0.00
Wireless Capable Terminal/Printer Unit(s)				-	0.00
Supplies				-	0.00
Shipping Expenses for Supplies				-	0.00
Handling Expenses for Supplies				-	0.00
Monthly Statement Fee				-	0.00
Annual Fee				-	0.00
On-line Reporting Access Fee				-	0.00
Breach Insurance Fee: per MID				-	0.00
PCI Compliance Fee: per Group				-	0.00
PCI Compliance Fee: per MID in Group				-	0.00
Next Day Funding Fee: per MID				-	0.00
Retrieval Fee:				-	0.00
URL Software Set up Fee				-	0.00
URL Monthly Fee				-	0.00

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REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
CHECKS AND DEPOSIT TICKET				-	0.00
1 pt deposit, loose 3.4 x 7" Static MICR 1/0	Please see Superior Press guide			-	0.00
100,000 and greater				-	0.00
80,000 - 99,999				-	0.00
5,000 - 9,999				-	0.00
2,000 - 4,999				-	0.00
1,000 - 1,999				-	0.00
1 - 999				-	0.00
2 pt deposit, booked in 50's 3.4 x 8.75" Static MICR 1/0	Please see Superior Press guide			-	0.00
50,000 and greater				-	0.00
40,000 - 49,999				-	0.00
30,000 - 39,999				-	0.00
20,000 - 29,999				-	0.00
10,000 - 19,999				-	0.00
5,000 - 9,999				-	0.00
1 - 4,999				-	0.00
3 pt deposit, snap-out 3.4 x 8.375" Static - MICR 1/0	Please see Superior Press guide			-	0.00
50,000 and greater				-	0.00
20,000 - 49,999				-	0.00
10,000 - 19,999				-	0.00
5,000 - 9,999				-	0.00
1 - 4,999				-	0.00
4-Part Deposit Tickets	Please see Superior Press guide			-	0.00
Per 1,000				-	0.00
Deposit Slips				-	0.00
Custom Laser Checks - various standard colors 8.5 x 11" check bottom	Please see Superior Press guide			-	0.00
100,000 and greater				-	0.00
50,000 - 99,999				-	0.00
30,000 - 49,999				-	0.00
10,000 - 29,999				-	0.00
5,000 - 9,999				-	0.00
2,500 - 4,999				-	0.00
1 - 2,499				-	0.00

Fort Bend County RFP 25-004

REQUIRED SERVICES	PROPOSED PRICE	TREASURER PROJECTED MONTHLY WORKLOAD	TAX OFFICE PROJECTED MONTHLY WORKLOAD	TOTAL MONTHLY WORKLOAD	ESTIMATED MONTHLY SERVICE CHARGE
Custom Laser Checks - various standard colors 8.5 x 11" 3 to a page	Please see Superior Press guide			-	0.00
100,000 and greater				-	0.00
50,000 - 99,999				-	0.00
30,000 - 49,999				-	0.00
10,000 - 29,999				-	0.00
5,000 - 9,999				-	0.00
2,500 - 4,999				-	0.00
1 - 2,499				-	0.00
Custom Laser Checks - various standard colors MICR encoded, black overprints, standard consecutive numbering 8.5 x 11" check bottom	Please see Superior Press guide			-	0.00
100,000 and greater				-	0.00
50,000 - 99,999				-	0.00
30,000 - 49,999				-	0.00
10,000 - 29,999				-	0.00
5,000 - 9,999				-	0.00
2,500 - 4,999				-	0.00
1 - 2,499				-	0.00
Single Desk End Stub Checks - Per 300				-	0.00
Per 150				-	0.00
With 7 ring Register Binder - Per Binder				-	0.00

ESTIMATED TOTAL MONTHLY SERVICE CHARGES
6,650.12

Do you charge per ID number and per account?

Yes ☒

No ☐

THE EARNINGS CREDIT RATE WILL BE BASED ON:

Bank managed rate - initial rate of 3.10%

PLEASE PROVIDE OPTIONS AND PRICING FOR ANY/ALL ADDITIONAL SERVICES THAT MAY BE AVAILABLE NOW OR IN THE FUTURE THAT FORT BEND COUNTY MAY DECIDE TO UTILIZE.

Vendor Name:

Wells Fargo

Representative Name:

Brenda Pollard

Representative Title:

Relationship Manager

Signature:

Brenda Pollard

Desktop Deposit® service – Compatible Scanners and Price Schedule

Quick Reference Guide

Prices effective March 1, 2024 and confirmed January 1, 2025

Prices listed are base prices, subject to change without notice, and do not include shipping, handling, or tax.

Suggested daily check volume	Scanner type	Description	Warranty	Charge basis	\$ Price
Fewer than 20 per day	Mobile Deposit available through the Wells Fargo Vantage SM app	Desktop Deposit users with scan and balance authorizations can deposit checks from a camera-enabled iPhone, iPad, or Android smartphone through the downloadable Vantage app available from the Apple App and Google Play stores.	N/A	N/A	N/A
		Digital Check CheXpress CX 30-IJ - single feed	12 month	per unit	\$504.00
			24 month	per unit	\$541.00
Fewer than 500 per day		Digital Check TS 240-50 • 50 documents per minute	12 month	per unit	\$773.00
			24 month	per unit	\$823.00
		Panini Vision X 50 • 50 documents per minute • Mac compatible	12 month	per unit	\$837.00
			24 month	per unit	\$887.00
More than 500 per day		Digital Check TS 240-100 • 100 documents per minute	12 month	per unit	\$1,017.00
			24 month	per unit	\$1,067.00
		Canon CR190i II • 190 documents per minute Note: Please allow five to seven extra business days for delivery.	12 month	per unit	\$2,734.00
			24 month	per unit	\$3,093.00

Note: The following scanners are not sold through Wells Fargo's scanner fulfillment partner; however, they are compatible with our service.

- Digital Check TS240-75
- Canon CR190i
- Panini Vision X 75
- Panini Vision X 60 AGP

Desktop Deposit price schedule (continued)

12-month extended warranty – purchased at expiration	Charge basis	\$ Price
Panini Vision X 50	per unit	\$102.91
Digital Check CX30 single feed	per unit	\$84.86
Digital Check TS240 batch scanners	per unit	\$102.91
24-month extended warranty – purchased at expiration		
Panini Vision X 50	per unit	\$194.44
Digital Check CX30 single feed	per unit	\$163.24
Digital Check TS240 batch scanners	per unit	\$194.44
36-month extended warranty – purchased at expiration		
Panini Vision X 50	per unit	\$277.86
Digital Check CX30 single feed	per unit	\$233.61
Digital Check TS240 batch scanners	per unit	\$277.86
Maintenance fees		
Cleaning: Includes removal of loose dirt and debris, complete cleaning of the magnetic head, and cleaning of all rubber roller surfaces.	per unit	\$70.00
Checkout: Includes evaluation and testing of unit or parts to specified standards. Note: This only applies if no problem is found.	per unit	\$51.46
Repairs: Not covered under warranty	per hour plus parts	\$159.00
Repairs: Not covered under warranty	Flat rate covers all work (except camera or motherboard)	\$177.00
Supplies		
Franker for Panini i:Deal	per franker	\$25.44
Ink cartridge for Panini Vision X	per cartridge	\$24.48
Ink cartridge for Digital Check	per cartridge	\$24.48
3-pack ink cartridge for Panini or Digital Check	per 3-pack of cartridges	\$64.55
Ink cartridge for Panini AGP	per cartridge	\$62.41
Check retention bags	per 100 bags	\$26.58
Replacement box w/inserts (CX30)	per kit	\$21.47
Replacement box w/inserts (TS240)	per kit	\$27.24
Replacement box w/inserts (Panini)	per kit	\$38.11
Cleaning kit for Panini	per kit	\$64.66
Cleaning kit for Digital Check	per kit	\$66.60
Cleaning kit for Digital Check (small)	per kit	\$20.43
Cleaning cards for Canon	per pack	\$27.56
Cleaning swabs for Digital Check	per pack	\$7.74
Other		
Billing adjustments	per occasion	\$25.00
Restocking – Canceled orders (unopened units only)	per unit	\$77.18

Price Sheet



PLEASE REFERENCE TABLES BELOW FOR PRODUCT PRICING

LASER CHECKS

Linen / Security / Horizon

Quantity	Price
250	\$ 99.51
500	\$117.09
1000	\$159.80
1500	\$210.86
2000	\$267.35
2500	\$326.06
3000	\$379.48
4000	\$486.60
5000	\$539.75
10000	\$978.85

Thermochromic

Quantity	Price
250	\$117.05
500	\$137.75
1000	\$188.02
1500	\$248.06
2000	\$314.46
2500	\$383.58
3000	\$446.53
4000	\$541.31
5000	\$635.05
10000	\$1151.60

ENVELOPES-

SKU: 385806DWSS

Self Sealing

Quantity	Price
500	\$53.22
1000	\$81.71
2500	\$190.79

SKU:385806DWSS

GumSealing

Quantity	Price
500	\$45.13
1000	\$88.71
2500	\$208.29

*Additional pricing applies to Legal Size, Multiple Copies and Custom Orders.

Three-On-A-Page (SP9 & Other Styles)

Quantity	Single	Duplicate
300	\$ 60.24	\$ 87.77
500	\$ 85.14	\$122.45
1000	\$144.08	\$217.70

Corporate Traveler

Quantity	Single	Duplicate
300	\$ 60.24	\$102.06
500	\$ 85.14	\$150.90
1000	\$150.10	\$277.30

One-On-A-Page (Pocket)

Quantity	Single	Duplicate
50	\$30.25	\$49.11
100	\$40.80	\$60.02
200	\$65.36	\$106.08

Starter Kits

Laser Checks	Quantity	Price
	250	\$126.05
	500	\$141.88
Three-On-A-Page	300	\$106.28
Pocket Traveler	50	\$ 63.72

DEPOSIT SLIPS

Single	Price	Dup	Price	Trip	Price	Quad	Price
200	\$17.67	200	\$27.77	200	\$40.28	200	\$53.82
400	\$32.75	400	\$51.45	400	\$77.26	400	\$107.27
600	\$49.11	600	\$77.21	600	\$115.22	600	\$160.55
800	\$65.48	800	\$102.96	800	\$152.52	800	\$212.37
1000	\$81.32	1000	\$127.27	1000	\$189.59	1000	\$262.76

STAMPS

	Lines	Price
Small	up to 8	\$22.88
Large	9 +	\$24.09

BAGS

Size	Price
10x15	\$22.00
9x12	\$23.44
Coin Bag / Env Bundle	\$48.79

CASH STRAPS

\$5.44 Per Thousand

COIN WRAPS

\$5.86 Per Thousand

SHOTGUN COIN WRAPS

\$26.94 Per Thousand

Please contact us for pricing on items not listed here. Prices subject to change without notification.

Updated: 4/1/2022

Tab 4. Required forms

- **Proof of Insurance**
- **Completed Respondent forms**
- **Completed W9 form**
- **Completed debt form**

We provide the required forms on the pages that follow.

Date: 01/23/2025

Evidence of Casualty Insurance Coverage

Insured:Wells Fargo & Company and Its Subsidiaries including
Wells Fargo Bank, N.A.**Insurance Company:**

Old Republic Insurance Company

This form certifies that the insurance policy described below has been issued to Wells Fargo & Company and its Subsidiaries

Coverage	Covered Location (s)	Limits of Liability	Policy Period	Policy Number
Commercial General Liability. Including premises operations, occurrence form; blanket contractual liability; host liquor liability coverage	Omnibus Additional Insured endorsement extends coverage to any person or organization for whom Wells Fargo & Company, or its Subsidiaries have agreed under contract or agreement to provide insurance. In no event shall the insurance provided hereunder exceed the scope of coverage required by contract or agreement.	\$10,000,000 Each Occurrence \$10,000,000 Aggregate \$10,000,000 Personal & Adv. Injury \$10,000,000 Products and Completed Operations	04/01/2020 - 04/01/2025	
Automobile Liability	Covers all owned, non-owned and hired automobiles.	\$10,000,000 Each Occurrence Combined Single Limit	04/01/2020 - 04/01/2025	
Workers' Compensation and Employers' Liability	Provides workers' compensation coverage for employees in all states – except statutory workers' compensation provided either through a Monopolistic State Fund or Self-Insurance in the following states: Ohio, North Dakota, Washington, and Wyoming or by the Wells Fargo Injury Benefit Plan in Texas.	Statutory – WC \$1,000,000 – EL Each Accident \$1,000,000 – EL Disease Each Employee	04/01/2020 - 04/01/2025	

Evidence of Insurance Issued to:

Fort Bend County

Richmond, TX 77469

Wells Fargo & Company

Risk & Insurance Management



John Truxillo

Head of Risk & Insurance Management

The information provided in the Evidence of Insurance document is basic in nature and should not be viewed as a definitive position to any coverage issue, claim or loss scenario. In the event of a claim or loss, the actual policy terms shall apply,

Direct questions/comments regarding this Evidence of Insurance to your Wells Fargo contact.

Date: 01/23/2025

Evidence of Professional (Errors & Omissions) Liability Coverage

Insured:

Wells Fargo & Company and Its Subsidiaries including
Wells Fargo Bank, N.A

Insurance Company:

Old Republic Insurance Company

This form certifies that the insurance policy described below has been issued to Wells Fargo & Company and its Subsidiaries

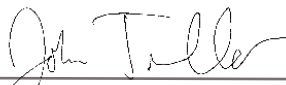
Coverage	Coverage Details	Limits of Liability	Policy Period	Policy Number
Professional Liability	Provides Wells Fargo & Company and its Subsidiaries with coverage for claims arising out of an Employee's error or omission that occurs in performing professional services for others	\$100,000,000 Per Occurrence and Aggregate	10/1/2024 – 10/1/2029	

Evidence of Insurance Issued to:

Fort Bend County

Richmond, TX 77469

Wells Fargo & Company
Risk & Insurance Management



John Truxillo
Head of Risk & Insurance Management

The information provided in the Evidence of Insurance document is basic in nature and should not be viewed as a definitive position to any coverage issue, claim or loss scenario. In the event of a claim or loss, the actual policy terms shall apply.

Direct questions/comments regarding this Evidence of Insurance to your Wells Fargo contact.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Wells Fargo Bank, N.A.			
Business Name (if different from legal name)				
Type of Business	☒ Corporation/LLC ☐ Sole Proprietor/Individual	☐ Partnership ☐ Tax Exempt	Age in Business? 150+ years	
Federal ID # or S.S. #	94-1347393	SAM.gov Unique Entity ID # FKXGUSEC5LN4		
SAM.gov CAGE / NCAGE	4XH56			
Publicly Traded Business	___ No Wells Far Yes Ticker Symbol <u>WFC</u>			
Remittance Address	111 Congress Ave Fl 11			
City/State/Zip	Austin TX 78701			
Physical Address	111 Congress Ave Fl 11			
City/State/Zip	Austin TX 78701			
Phone Number	512-344-6711			
E-mail	brenda.pollard@wellsfargo.com			
Contact Person	Brenda Pollard			
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ☐ SBE-Small Business Enterprise ☐ HUB-Texas Historically Underutilized Business ☐ WBE-Women's Business Enterprise ☐	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<u>Cert Date</u> _____ _____ _____ _____	<u>Exp Date</u> _____ _____ _____ _____
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 Wells Fargo _____	\$500,000-\$4,999,999 _____ \$17,000,000-\$22,399,999 _____ >\$22,400,000 x _____		
NAICs codes (Please enter all that apply)	522110			
Signature of Authorized Representative				
Printed Name	Brenda Pollard			
Title				
Date	January 28, 2025			

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

MUTUAL FUND INSTRUCTIONS AND QUESTIONNAIRE

Responding Bank Name:

Wells Fargo Bank, N.A./ Wells Fargo Securities, LLC

INTEREST ON MUTAL FUND SWEEP ACCOUNTS

The Count reserves the right to invest its money in money market mutual funds pursuant to Tex. Gov't Code Ann. Chapter 2256 (Vernon 1994), also known as the Public Funds Investment Act. Upon request of, and to the extent requested by, the County, the Bank, for and on behalf of the County, will transfer daily ledger balances from the accounts specified by the County to a Money Market Mutual Fund approved by the County.

The Depository Bank, for and behalf of the County, will receive the interest and all other money due and payable to the County by said money market mutual fund and will deposit said interest (less the administrative fee as hereinafter provided) in the County's accounts at the Bank as directed from time to time by the County. The Depository Bank will make provisions for the County to receive daily statements showing the previous business day's debits and credits to the money market mutual fund accounts and showing the previous business day's interest rate paid to the County on the money market mutual fund accounts. The Depository Bank will also provide the previous business day's interest rate paid on such accounts to the County at 8:00 o'clock a.m. each business day. The Bank will receive an administrative fee from the County for transmitting the County's money to the said money market mutual funds, receiving interest and other money from the said money market mutual fund and providing all other services in connection with, or related to, the Depository Bank's handling of the money the County invests in the said money market mutual fund. The said administrative fee shall be no more than NA - would be direct investment

Basis Points on the following proposed money market funds:

- Fidelity Treasury / Government Institutional Funds
- Dreyfus Treasury / Government Institutional Funds
- Invesco Treasury / Government Institutional Funds

The administrative fee will be the amount that the money invested by the County in the money market mutual fund would produce if invested, at the rate specified above, as an interest rate calculated on a 365-day (year) simple interest basis. The amount of the administrative fee shall be calculated at such times as the County receives interest income from the money market mutual funds. At such times, the Depository Bank shall have the right to deduct the amount of the administrative fee from the interest income from the money market mutual fund and shall be obligated to deposit the balance of the interest income in the County's account or accounts as directed, from time to time, by the County.

The above rates are for direct investment options, if the County prefers an automated sweep option into a Money Market Mutual Fund Sweep, Allspring has various offerings
<https://www.allspringglobal.com/investments/fixed-income/mutual-funds/government-money-market/i/>

BANK SERVICES REQUIRED:

1. Include a copy of your disaster recovery plan.
2. Please provide the location / address of your lockbox:
Our lockbox site is in Dallas.
2975 Regent Blvd, Suite #100 Irving, TX 75063
3. Lockbox pickups will begin at 2:30 A.M.

Additional information required regarding direct deposit of payroll:

1. Show file delivery time requirements for Thursday settlement date:
(a) Day Cycle (time) _____ Day: _____
(b) Night Cycle (time) _____ Day: _____

Our ACH service can receive files 24/7; the next day cutoff for Thursday settlement is 8pm CT Wednesday evening.

FINANCIAL INFORMATION

The paid-up capital stock of the undersigned bank is \$ 519,000,000
and the permanent surplus of the undersigned bank is \$ 114,851,000,000

Fort Bend County supports the efforts of the lending community to extend credit to residents of all neighborhoods within Fort Bend County with equal opportunity regardless of race, color, religion, national origin, age, sex or marital status; with sensitivity to the credit needs of low- and moderate-income neighborhoods. To that end, please respond to the following questions:

1. What was the date of your last Community Reinvestment Act examination?
February 6, 2023
2. What was the rating obtained from your last Community Reinvestment Act review?
Outstanding

Wells Fargo Bank, N.A.

(Responding Bank)

Brenda Pollard

Representative Name

Relationship Manager

Title



Signature

ACH file deadlines (Central Time)

Input method	Two-day settlement (day cycle)	Next-day settlement (night cycle)	Same-day book transfer (on us)*	Same-day settlement (transit)†
ACH API	7:00 p.m.	7:00 p.m.	7:30 p.m.	8:00 a.m. 12:00 p.m. 2:00 p.m.
Consolidated payables file	7:30 p.m.	7:30 p.m.	8:00 p.m.	8:00 a.m. 12:00 p.m. 2:00 p.m.
Direct origination	11:00 p.m.	8:00 p.m.	8:00 p.m.	8:00 a.m. 12:00 p.m. 2:00 p.m.
Online (U.S. only)	8:00 p.m.	8:00 p.m.	8:00 p.m.	8:00 a.m. 12:00 p.m. 2:00 p.m.

* Both the originating and receiving accounts must be Wells Fargo accounts. The \$1,000,000 transaction limit for Nacha's Same Day Rule does not apply to on-us transactions.

† Transactions for more than \$1,000,000 and international transactions (IAT) are not eligible for same-day settlement. Funds from incoming credits are available by 5:00 p.m. local time.

Business continuity and resiliency

Recent history shows us that having a solid business continuity plan in place, no matter the cause of the disruption, is critical to business success. To manage disruption risk, Wells Fargo works in accordance with our Business Resiliency and Disaster Recovery Risk Management policy and procedures. To protect our customers and our company, we work to achieve our business goals and comply with laws, rules, regulations, and regulatory guidance.

We have formal teams dedicated to managing disruptions to our services. Our Enterprise Business Continuity Resiliency Planning office sets the standards for our organization. Each business, in conjunction with operational risk management partners, helps ensure preparedness and compliance at the organizational levels.

Standard elements of our business continuity and resiliency programs include:

Annual plan review, testing, and maintenance
Identification of alternate strategies and recovery procedures

	Identification of internal and external dependencies including regular review of third-party service providers
	Identification of potential risks and controls for mitigation
	Prioritization of business functions and technology
	Procedures for communication with customers, suppliers, and essential staff
	Recovery of technology and data

General program elements for our enterprise

Testing recoverability

We update and test our recovery procedures regularly, with the frequency and timing varying by business function or application. We exercise essential business recovery procedures and systems at least annually.

Critical functions

After a disruption, we prioritize restoring and maintaining normal service levels for our critical functions.

Components of our recovery plans vary based on the potential business disruption, such as a loss of facility, loss of technology, or significant reduction to our staff or of third-party providers. We identify the main areas most commonly affected and then provide our general approach to each.

Data and operation centers

We've dispersed our data and operation centers strategically across multiple locations to minimize potential disruption within a specific geographic region.

We engage our technology teams quickly when we detect a disruption at a primary data center. Our technology teams assess the situation and determine next steps based on the nature of the disruption. We can shift processing to an alternate data center if we need to because we maintain redundant platforms for our critical services. All alternate sites have sufficient capacity to maintain processing for an extended period. In most situations, we can restore service at a primary data center for critical services within 12 hours.*

If a disruption occurs at one of our primary operation centers, we use an identified backup site to take over day-to-day processing and support. We use our backup site until the primary site returns to normal conditions.

* This 0 – 12-hour goal does not guarantee that certain events will not affect Wells Fargo systems or that we will achieve specific recovery times in the event of a disruption.

Third party providers

We use third-party service providers and contractors to support a variety of functions. We evaluate each of them prior to the execution of a contract for services, and beyond.

Our evaluation uses a risk-based approach to assess providers as we review, select, and monitor their performance.

Our Vendor Management Program conducts service provider validation and joint testing of our essential providers. It includes an assessment of the service provider's ability to meet our disaster recovery standards for service level agreements and recovery time objectives.

Program elements specific to treasury management

In addition to our enterprise program elements, we've incorporated the following elements into our business continuity resiliency plans for our treasury management services.

Communication

Notification methods to inform you of a service disruption include:

- Phone calls or emails from your client service officer
- Recorded messages, accessed through our toll-free telephone number, advising callers about system issues
- System status alerts displayed on the homepage of our online banking platform

The method we use to communicate with you depends on the nature of a disruption.

If a disruption prevents you from accessing your information, client service officer can help. They have access to bank systems and can provide the account information, balances, and other data you need to continue operating.

Backup strategies for online channels

Online banking platform

If the online banking platform experiences a disruption, we use our backup environment. The backup environment is a duplicate of our online banking platform and is in a separate location from the primary site.

Mobile service

We have a backup environment for our mobile app* in the event of a system outage. Our mobile app and online banking platform channels use different web addresses and user interfaces. This arrangement means that, depending on the nature and root cause of an outage, users may be able to access services through the mobile app if our online banking platform experiences a disruption.

Additionally, our mobile token feature allows users to use their mobile devices in place of physical tokens to access secure services. This access can be helpful in instances when a disaster event separates users from their physical tokens.

* Download the latest version of our Wells Fargo VantageSM app available for your device from the Apple App Store[®] or Google Play[™] store.

Backup strategies for core services

ACH payments

When we invoke our ACH recovery plan, processing diverts to a backup site. We can recover with minimal down time because we run ACH production simultaneously at our primary data center and at our backup sites.*

The diverse geographic locations of our processing centers help to minimize potential disruption. However, the severity or nature of a specific event may require use of manual backup procedures.

As a contingency step, we recommend that you establish an alternate method of initiating payments, such as our online ACH services,[†] to upload files or manually key in payment information.

* Running simultaneous ACH production does not guarantee that certain events will not affect Wells Fargo systems or that we will achieve specific recovery times in the event of a disruption.

† You will need to enroll in our online ACH service separately from the direct origination service and plan for implementation prior to an emergency.

Wire transfer

When we invoke our business continuity resiliency plan, processing diverts to a backup site. Each backup site can accept transferred wire processing workloads.

We maintain redundant connections to two different Federal Reserve Banks, which minimizes potential disruption within a geographic region. We conduct comprehensive joint testing with the Federal Reserve Bank on a quarterly basis.

You can also enroll in a backup wire transfer channel. For example, you can enroll in our mobile app to access select functions of our wire transfer service.*

* You will need to enroll in backup wire services separately and plan for implementation prior to an emergency.

Check outsourcing

Our facilities, employees, and business functions are geographically disbursed, and if one site is unable to function, we move check printing to another site. The sites mirror each other and operate in the same way, making it easy to transition print jobs from one site to another.

Account reconciliation plans and positive pay

If you're unable to access our online banking platform or send files using data transmission because of a business interruption, you can key small-volume issues, cancellations, and voids through our mobile app.*

* You don't need to enroll in the app in advance of a disruption. Download the latest version of our Wells Fargo VantageSM app available for your device from the Apple App Store[®] or Google Play[™] store.

Transmission service

We have a backup environment for our browser-based transmissions service. It includes an alternate website in case our online banking platform is unavailable. As a best practice, we recommend that customers leverage URLs if using automation scripts and not IP addresses, which are subject to change.

ACH Fraud Filter

Business disruptions can create opportunities for fraud. It's important that during a disruption you can continue to view details and make decisions on your ACH transactions. You can access our ACH Fraud Filter service online or through our mobile app. Alternatively, you can obtain ACH information by calling your client service officer.

Cash vault

If a primary cash vault site is unable to accept, deliver, or process cash, we work through a backup site. We disperse our cash vault sites strategically so that we minimize potential disruption within a specific geographic region. Transportation issues and the additional distance between you and the backup site may cause delay of the cash delivery during a disaster or emergency. If such an event occurs, we take reasonable action to resume our normal cash delivery service levels as soon as possible, given the available transportation options.

Remote deposit

We automatically store checks that you capture through our remote deposit service on our servers. If a power outage or other disruption prevents you from completing a deposit, it remains in a pending deposit status. It remains in this status until you can access the system again. You can view a summary of all your deposits that require review prior to completion. As a backup, you can make deposits using a mobile device with a camera through our mobile service or by taking your deposit to a Wells Fargo branch.

Lockbox

If we invoke our business continuity resiliency plan, lockbox processing at the affected site diverts to a backup site, as needed. The specific location of the backup site will depend on the impact of the disruption. Alternative processing may include diverting mail delivery from the affected primary site to the backup site.* In such a case, after we receive mail at the backup site, we follow customer-specific instructions to process checks, capture accounts receivable data, and image checks and invoices. We notify customers and couriers, as appropriate, about their impacted processing site or procedures.

* Depending on the severity of a disaster, delayed mail delivery may affect processing time, which could impact normal service level agreements.

Keeping current

To keep current with changes in the business continuity resiliency and disaster recovery industry, we're active in forums that discuss and share best practices.

The forums include:

-
• Disaster Recovery Institute International	• Financial Industry Regulatory Authority	• Global Financial Markets Association	• The Institute of International Finance
-

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 94-1347393

Company Name submitting Bid/Proposal: Wells Fargo Bank, N.A.

Mailing Address: 111 Congress Ave Fl 11 Austin TX 78701

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

Please see the list of locations on the page that follows

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☒ No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

☒ I certify that Wells Fargo Bank, N.A. is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is San Francisco, CA.
[City and State]

Assessor(s)	Site Number	Site Name	Site Address1	Site City	Site State	Site Ownership	Parcel Acct Num
Fort Bend	100655	Mission Bend & MB	8750 Highway 6 S	Houston	TX	Owned	P273762; R247441
Fort Bend	101157	Cinco Ranch	4311 S GRAND PKWY	Katy	TX	Owned	P282198; R219086
Fort Bend	101423	Rosenberg	2910 Avenue H	Rosenberg	TX	Owned	P280910; R15073; R185518; R185751; R76240; R76243
Fort Bend	101429	Sugar Mill	1000 Eldridge Rd	SUGAR LAND	TX	Owned	P204009; R192789
Fort Bend	103850	Sienna Plantation	6233 Sienna Pkwy	Missouri City	TX	Owned	P314579; R343934
Fort Bend	120382	Missouri City Main & MB	3660 Hampton Dr	Missouri City	TX	Owned	P23726; R31238
Fort Bend	120409	Richmond & MB - Closing 8/30/2023	700 JACKSON ST	Richmond	TX	Owned	P180689; R112668
Fort Bend	143818	Sugar Land	1720 Hwy 6	Sugar Land	TX	Owned	P326428; R255691
Fort Bend	143820	Katy - BayHill	1470 W Grand Pkwy S	Katy	TX	Owned	P300651; R282284
Fort Bend	144597	Highway 6 and Settlers Way - Closing 8/2/2023	3601 Hwy 6	Sugar Land	TX	Owned	P142606
Fort Bend	192592	First Colony	4660 Highway 6	Sugar Land	TX	Owned	P183802; R171210

Appendix

Wells Fargo in your community	Tab A
Wells Fargo branches	Tab B
Availability schedules	Tab C
Safekeeping information	Tab D
Collateralization program.....	Tab E
Sample project plan.....	Tab F
Certificate of Corporate Existence.....	Tab G
ACH performance	Tab H
Wells Fargo organizational chart.....	Tab I
Disclosures	Tab J
Account agreements and service descriptions	Tab K

Wells Fargo's investment in the Houston area

Wells Fargo has given over **\$48 million** in grants in Houston and surrounding area. In 2023, philanthropic giving totaled roughly \$5 million in support of housing, small business, financial health, sustainability and more. Employees volunteered more than 4,000 hours in the community in 2023.

Supplier Diversity

Wells Fargo has approximately \$100 million in contracts with diverse-owned businesses in the State of Texas

In 2023, Wells Fargo spent more than \$1 billion with certified diverse-owned businesses

Commitment to Houston

- Diverse Appraiser Initiative for target metro areas – \$5 million grant
- Harris County Homeownership Collaborative to drive new homeownership in minorities communities — \$7.5 million grant
- “Open for Business” via Social Justice Fund — \$20 million grant
- Neighborhood LIFT Program — \$5 million grant
- Houston Business Development (HBDI) - \$3.5 million grant
- Houston Homeownership Program - \$6.1 million grant
- “Bank On” Fellowship to Help More Americans Reach Financial Goals - \$1 million grant
- Housing Affordability, Neighborhood Revitalization Programs – \$9 million donation

Wells Fargo and Operation HOPE team up to accelerate Financial Inclusion Centers. In 2023, a HOPE Inside Center was launched in Houston, in addition to Atlanta and Oakland

Branch Locations

Bank Name	Bank Address	City	Zip	Bank Hours
MISSION BEND	8750 HIGHWAY 6 S	HOUSTON	77083 6110	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM
WATERSIDE	8003 W GRAND PKWY S	RICHMOND	77407 8600	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM
MISSOURI CITY MAIN	3660 HAMPTON DR	MISSOURI CITY	77459 3011	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM
CROSSING AT KATY FULSHEAR	6445 FM 1463 RD STE 100	KATY	77494 4027	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM
GRAND PARKWAY & WESTHEIMER	23525 WESTHEIMER PKWY	KATY	77494 3593	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM
ROSENBERG	2910 AVENUE H	ROSENBERG	77471 3615	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM
FORT BEND	2440 TEXAS PKWY	MISSOURI CITY	77489 4000	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM
SIENNA	6233 SIENNA PKWY	MISSOURI CITY	77459 6049	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM
SUGAR LAND	1720 HIGHWAY 6	SUGAR LAND	77478 7900	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM
SUGAR MILL	1000 ELDRIDGE RD	SUGAR LAND	77478 2812	Mon - Fri : 09:00 AM - 05:00 PM
FIRST COLONY	4660 HIGHWAY 6	SUGAR LAND	77478 5214	Mon - Fri : 09:00 AM - 05:00 PM
BRAZOS TOWN CENTER	6511 READING RD	ROSENBERG	77471 5977	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM
CINCO RANCH	4311 W GRAND PKWY S	KATY	77494 8302	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM
SWEETWATER & LEXINGTON	17044 LEXINGTON BLVD	SUGAR LAND	77479 2386	Mon - Fri : 09:00 AM - 05:00 PM, Sat : 09:00 AM - 12:00 PM
FORT BEND TOWN CENTER	10310 HIGHWAY 6	MISSOURI CITY	77459 4730	Mon - Fri : 09:00 AM - 05:00 PM
KATY BAYHILL	1470 W GRAND PKWY S	KATY	77494 8204	Mon - Fri : 09:00 AM - 05:00 PM

Check deposit availability schedule

All checks deposited to a commercial or national bank account and received before the cutoff time posted in a branch, cash vault, or any other department or office, will receive collected funds in accordance with the following schedule:

Check type	Availability
Wells Fargo Bank checks*	Same day
U.S. government checks	One day
Select financial institution checks†	One day
All other checks	Two days

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas that are closed in observance of a holiday are delayed one additional day.

Wells Fargo will not process single deposits of \$100 million or more. Such deposits will be returned to the customer unprocessed.

* Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Controlled Disbursement checks receive collected funds the next business day.

† Deposited checks drawn on financial institutions located within the same time zone as the deposit location are available next business day. A business day is defined as every day except Saturday, Sunday, and federal holidays. Time zones include Eastern, Central, Mountain, Pacific, and Alaska.

This schedule is subject to change without notice.

Desktop Deposit[®] service availability schedule

All Wells Fargo electronic deposits made to a commercial or national bank account received before the published cutoff time of 9:00 p.m. Central Time receive collected funds in accordance with the following schedule:

Check type	Availability
Wells Fargo Bank checks*	Same day
U.S. government checks	One day
All other checks	Two days

* Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Bank Controlled Disbursement checks receive collected funds the next business day. This schedule is subject to change without notice.

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas that are closed in observance of a holiday are delayed one additional day.

Lockbox accelerated availability schedule: Central states

All Wells Fargo lockbox deposits, which are made to a commercial or national bank account and are received before the published ledger deadlines, receive collected funds in accordance with the following schedule:

- Wells Fargo items receive immediate availability.*
- U.S. government and non-Wells Fargo items receive availability per published deadlines.

* Excludes Wells Fargo Controlled Disbursement checks. Wells Fargo Controlled Disbursement checks receive collected funds the next business day. This schedule is subject to change without notice.

A complete list of routing numbers and funds availability by deposit deadline is provided in the next section.

Ledger deadline (local time)

Monday – Friday: 6:00 p.m.

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

Lockbox accelerated availability schedule: Central states

For Monday through Friday deposits (deadlines are local time)

Funds availability: Deposit deadline (Mon - Thu):	Same day 4:30 a.m.	Same day 6:00 p.m.	One day 6:00 p.m.	One day 4:00 p.m.	One day 6:00 p.m.
Deposit deadline (Fri):	4:30 a.m.	6:00 p.m.	6:00 p.m.	6:00 p.m.	6:00 p.m.
	0910-XXXX	0412-1553	0911-XXXX	0111-XXXX	0000-XXXX
	0960-XXXX	0610-0022	0912-XXXX	0112-XXXX	0110-XXXX
		0620-0008	0913-XXXX	0113-XXXX	0210-XXXX
		0622-0375	0914-XXXX	0114-XXXX	0220-XXXX
		0640-0376	0919-0021	0115-XXXX	0260-XXXX
		0711-0130	0919-1618	0116-XXXX	0280-XXXX
		0719-7437	2918-8058	0117-XXXX	0310-XXXX
		0730-0022	2918-8091	0118-XXXX	0360-XXXX
		0749-0027	2918-8121	0119-XXXX	0410-XXXX
		0759-1198	2919-7546	0211-XXXX	0420-XXXX
		0910-0001	2919-7547	0212-XXXX	0430-XXXX
		0911-0145		0213-XXXX	0440-XXXX
		0913-0001		0214-XXXX	0510-XXXX
		0914-0004		0215-XXXX	0519-XXXX
		0929-0527		0216-XXXX	0520-XXXX
		1010-8929		0219-XXXX	0530-XXXX
		1020-0007		0223-XXXX	0539-XXXX
		1021-8928		0311-XXXX	0610-XXXX
		1023-0109		0312-XXXX	0613-XXXX
		1040-0005		0313-XXXX	0620-XXXX
		1070-0219		0319-XXXX	0621-XXXX
		1110-1515		0412-XXXX	0622-XXXX
		1119-0065		0421-XXXX	0630-XXXX
		1131-0544		0422-XXXX	0640-XXXX
		1210-0024		0423-XXXX	0641-XXXX
		1210-4288		0432-XXXX	0642-XXXX
		1220-0024		0433-XXXX	0650-XXXX
		1221-0119		0434-XXXX	0651-XXXX
		1221-0527		0441-XXXX	0653-XXXX
		1221-8707		0442-XXXX	0655-XXXX
		1222-8717		0514-XXXX	0660-XXXX
		1224-8730		0515-XXXX	0710-XXXX
		1230-0680		0521-XXXX	0711-XXXX
		1240-0297		0522-XXXX	0712-XXXX
		1241-0379		0531-XXXX	0719-XXXX
		1250-0854		0532-XXXX	0720-XXXX
		1252-0005		0540-XXXX	0730-XXXX
		3212-7074		0550-XXXX	0739-XXXX
				0560-XXXX	0740-XXXX
				0570-XXXX	0750-XXXX
				0611-XXXX	0759-XXXX

				0612-XXXX	0810-XXXX
				0631-XXXX	0815-XXXX
				0632-XXXX	0819-XXXX
				0652-XXXX	0820-XXXX
				0654-XXXX	0830-XXXX
				0670-XXXX	0840-XXXX
				0724-XXXX	0842-XXXX
				0749-XXXX	0843-XXXX
				0812-XXXX	0865-XXXX
				0813-XXXX	0915-XXXX
				0829-XXXX	0918-XXXX
				0839-XXXX	0919-XXXX
				0841-XXXX	0920-XXXX
				0863-XXXX	1010-XXXX
				0921-XXXX	1011-XXXX
				0929-XXXX	1012-XXXX
				1021-XXXX	1019-XXXX
				1023-XXXX	1020-XXXX
				1031-XXXX	1022-XXXX
				1039-XXXX	1030-XXXX
				1070-XXXX	1040-XXXX
				1111-XXXX	1041-XXXX
				1122-XXXX	1049-XXXX
				1211-XXXX	1110-XXXX
				1212-XXXX	1113-XXXX
				1213-XXXX	1119-XXXX
				1214-XXXX	1120-XXXX
				1231-XXXX	1123-XXXX
				1232-XXXX	1130-XXXX
				1233-XXXX	1131-XXXX
				1241-XXXX	1140-XXXX
				1243-XXXX	1149-XXXX
				1251-XXXX	1163-XXXX
				1252-XXXX	1210-XXXX
				8000-XXXX	1220-XXXX
					1221-XXXX
					1222-XXXX
					1223-XXXX
					1224-XXXX
					1230-XXXX
					1240-XXXX
					1424-XXXX
					1250-XXXX

Markets

Bank safekeeping fee schedule

Wells Fargo Securities, LLC customers have the option of selecting Wells Fargo Bank, N.A. (Bank) for safekeeping services. Securities purchased at Wells Fargo Securities, LLC are delivered into a customers' Wells Fargo Bank, N.A. safekeeping account. The following fee schedule applies to safekeeping services provided by Wells Fargo Bank, N.A.

Bank safekeeping

Monthly Account Maintenance	\$25.00
Monthly Security Holdings per CUSIP Asset and Mortgage-Backed Securities.....	\$10.00
All Other Security Types.....	\$5.00
Security Pledges (Initiating, Substituting, and Releasing Securities).....	\$30.00
Outgoing Domestic & International Wires.....	\$25.00
Free Receives and Deliveries per CUSIP.....	\$10.00
Third Party Trade Clearing* per Security.....	\$50.00

* Applies to settling transactions with a third party delivered to/from Wells Fargo Securities, LLC

Interest charge on debit balances:

Interest on outstanding amounts will be charged at the Applicable Rate in effect at the time a debit balance exists in your account. The Applicable Rate in effect will be available at <https://www.wellsfargo.com/safekeeping> or by contacting your Wells Fargo Securities, LLC sales representative.

Minimum annual fee

Wells Fargo Securities, LLC reserves the right to charge a minimum annual fee based upon the safekeeping account balance, account activity and services provided.

Payment options

All new accounts benefit from waived fees for the first two months.

Fees are charged on a monthly basis, and you may select one of the following payment options:

- ACH
- Safekeeping Account Debit
- WFBNA Account Analysis Charge

Wells Fargo Bank, N.A. Safekeeping does not accept physical securities or long-term non-money market mutual funds to be transferred into safekeeping.

Wells Fargo Securities, LLC reserves the right to change the fees on this schedule at any time upon thirty (30) days written notice to customers. A statement of fees charged will be included in customers' brokerage account statement.

For more information

To determine whether this product is appropriate for you, please consult your investment policy or applicable investment guidelines. Your dedicated Wells Fargo Securities, LLC investment representative is available to answer other questions you may have.

Investments: NOT FDIC Insured • May Lose Value • No Bank Guarantee

Wells Fargo Corporate & Investment Banking (CIB) and Wells Fargo Securities (WFS) are the trade names used for the corporate banking, capital markets, and investment banking services of Wells Fargo & Company and its subsidiaries, including but not limited to Wells Fargo Securities, LLC, member of NYSE, FINRA, NFA, and SIPC, Wells Fargo Prime Services, LLC, member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A., member NFA and swap dealer registered with the CFTC and security-based swap dealer registered with the SEC, member FDIC. Wells Fargo Securities, LLC and Wells Fargo Prime Services, LLC, are distinct entities from affiliated banks and thrifts.

*Fixed Income Sales & Trading***Bank Safekeeping Services and Safeguards**

Wells Fargo Securities Fixed Income Sales customers may elect to hold their securities in a safekeeping account with Wells Fargo Bank, N.A. (Bank). This relationship offers the convenience of timely funds transfers, as well as consolidated brokerage account and safekeeping account reporting.

Wells Fargo provides investment solutions

Key features of bank safekeeping services include:

- **Same day funds transfer and availability** with interest and dividend payments available on payment date for customers with a Wells Fargo Bank checking or sweep account
- **Free, single sign-on online access** to account activity, safekeeping positions and statements for both brokerage custody and bank safekeeping accounts through Wells Fargo's *Commercial Electronic Office*® (CEO) online business portal
- **Convenient** consolidation and record keeping for your entire portfolio of securities, delivered from all your brokers, in one safekeeping account
- **Pledging**
- **Notification** of maturing proceeds and interest payments
- **Competitive safekeeping fee structure**, with automatic payment from your bank checking account

Some product restrictions apply to Wells Fargo Bank, N.A. safekeeping, such as some foreign securities. Contact your WFS representative for further information.

Segregation of assets

The security positions held in bank safekeeping are physically segregated in third-party depositories under the Bank's name and ownership and are separate from the security positions of Wells Fargo Securities and its customers' brokerage accounts.

Abiding by federal banking laws and the regulations of the Office of the Comptroller of Currency (OCC), Wells Fargo Bank's customer accounts are segregated from and not considered part of Wells Fargo's assets. Thus, the account ownership of assets in bank safekeeping accounts remain vested in the customers, and are protected, in the event of the Bank's insolvency, from claims of creditors of the Bank or any other Wells Fargo entity.

Audit and regulatory overview

Wells Fargo & Company is subject to an annual audit by KPMG Peat Marwick (its external auditor) as well as the periodic review of the Federal Bank regulators and the Office of the Comptroller of the Currency (OCC). In addition, an annual internal audit is conducted by Wells Fargo Audit, Inc., a separate subsidiary of Wells Fargo & Company. The program is designed to evaluate compliance with the Bank's policies and procedures in the Trust Business Manual and laws and regulations to which the Bank is subject. The program also addresses the soundness and adequacy of accounting, operating and administrative controls related to processing of assets.

Protection from errors, omissions or fraud

Wells Fargo Bank, N.A., is covered by a Professional Liability Insurance policy and a Financial Institution Bond fidelity insurance policy.

For more information

To determine whether this product is appropriate for you, please consult your investment policy or applicable investment guidelines. Your dedicated Wells Fargo Securities investment representative is available to answer other questions you may have.

Wells Fargo Securities is the trade name for the capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including but not limited to Wells Fargo Securities, LLC, a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Prime Services, LLC, a member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A. Wells Fargo Securities, LLC and Wells Fargo Prime Services, LLC are distinct entities from affiliated banks and thrifts.

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Together we'll go far



Institutional Investing Trading

Institutional Investing Trading (IIT) is a trading, analytics, and reporting system to place trade orders, view balances, access statements, and evaluate investments. Our platform on the *Commercial Electronic Office*® (CEO) will improve your trading, risk management, security, and analytics of your portfolio.

Our enhanced platform offers a simplified interface with many new capabilities while retaining the trading and reporting features you work with today. You can customize activities and portfolio views to help you work more efficiently and better manage your investments within your policy guidelines.

Dashboard

The Dashboard provides an overview of your investments and is the entry point for all functionality on the platform. Use the Dashboard to monitor and perform critical functions through customizable widgets. These include:

Portfolio – provides access to trading functions and a view of current balances, positions, and other portfolio data.

Market Indices – publishes current market metrics to compare portfolio performance against other widely used products.

Exposure Profile – high-level assessment of potential headline risks facing your portfolio.

Activity Summary – quick reference to assess accounts and view the status of trade activity submitted and pending for the day.

Watch List – displays available investments and the ability to track specific funds and associated information outside of your current holdings.

Alerts – a summary of alerts generated for the day, with customizable alerts via email with the following attributes: NAV, Daily Liquidity, Weekly Liquidity, and Net Asset/Fund Flow.

Analytics Module

Analyzes investments across different sectors, funds and share classes. Aggregates exposure across multiple funds to measure counterparty concentration risk.

Improve your cash management, investing, portfolio analytics and reporting with our enhanced platform.

Fund Analysis

Analyze, monitor and compare your fund investments against several data points including, fees, holdings, WAM, WAL, percentage of ownership, yield, and liquidity.

Holdings Transparency – view exposure by fund, maturity, category, country, and issuer. View by holding or balance as of a specific date.

Holdings Search – view, sort and filter money market funds by holding, issuer, days to maturity, percentage of holding in portfolio and more.

Portfolio Builder – build, compare, and execute model portfolios.

continued

Fund Comparison

Perform a security and CUSIP-level historical analysis against your specific criteria. Criteria may include yield, net flows, daily and weekly liquid assets, weighted average maturity, weighted average life, and more.

Dual Authorization

Dual authorization requires a second person to review and approve trade orders. Users can be designated as to whether or not they require a secondary approver to approve trades. All approvers are notified via email when a trade is submitted (on submission, one hour before expiration, and upon expiration) and expire within 24 hours if not approved.

Bulk trades

Upload up to 50 trades at a time with a CSV file. Bulk trade submissions need adequate time for processing and should be submitted well before trade deadlines to ensure trades are executed.

Investment Policy (Rules)

Cash investors often have many policies to adhere to when choosing investment options, and likely also have internal policies regarding cash accounts.

You can create rules related to trade amounts, maximum balance per fund across accounts, trade blocking or alerts for any of the rules instituted. Investment policy rules are determined by your user role. Several rule types are available including:

- Assets Under Management (AUM) levels
- Weighted average maturity levels
- Investment parameters for specific funds and fund families

An on-demand Portfolio Rules report displays the descriptions and pass or fail status of each rule you setup. Each rule can be displayed for additional information and the Pass or Fail status.

Your Wells Fargo Fixed income Representative can provide you with more details of our enhanced platform and how to leverage its features to manage your cash accounts and portfolio.

Investments: ► NOT FDIC Insured ► MAY Lose Value ► NO Bank Guarantee

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Delivery Instructions Tax

ID: 56-2326000

Instructions for Safekeeping/Third Party Trades Only

Bank Safekeeping Instructions		
Fed Book – Entry DVP	Fed Book – Entry DVP	Fed Book – Entry FREE
GOV: BK OF NYC/ FUNBBT ABA 021000018 F/C (Customer name and account #)	MBS: BK OF NYC/ FUNBTMBS ABA 021000018 F/C (Customer name and account #)	BK OF NYC/ WFBSK ABA 021000018 F/C (Customer name and account #)
DTC Book-Entry-DVP – FREE	Global Clearing WFBNA – DVP	Global Clearing WFBNA Seg – FREE
DTC# 2072 F/C (Customer name and account #) <i>Agent Bank# 52196</i> <i>Institution # 66842</i>	Clearstream-Euroclear DVP Clearstream 22203 Bridge Euroclear 31573	Clearstream-Euroclear Free of Payment ONLY Clearstream 22204 Bridge Euroclear 31574
Physical Securities	*Wire Instructions	
The Depository Trust Company 570 Washington Blvd-5th Floor Jersey City NJ 07310 Participant #2339 Attn: BCAP 117661	ABA# 121000248 WELLS FARGO BANK, N.A 4087268223 Wells Fargo Securities, LLC F/C Customer Account Customer Name Customer Address	
Swift Wire Instructions (MT103)		
Account with Institution: (57D): FW121000248 Wells Fargo Bank (57A): WFBUS6S	Beneficiary Customer (59) 4087268223 Wells Fargo Securities, LLC	Additional Information (72): Customer Account Customer Name Customer Address

Please note:

- **Non-Financial institutions** should use the wire transfer instructions above for Fedwire CTR.
- **Financial institutions** (e.g., bank, broker dealer in securities, futures commission merchant, mutual funds, local, state or federal government) should use Fedwire BTR.

Wells Fargo Corporate & Investment Banking and Wells Fargo Securities are the trade names used for the capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including but not limited to Wells Fargo Securities, LLC, a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Prime Services, LLC, a member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A. Wells Fargo Securities, LLC and Wells Fargo Prime Services, LLC are distinct entities from affiliated banks and thrifts. Investments: • NOT FDIC Insured • May Lose Value • No Bank Guarantee

Wells Fargo Bank's Public Funds Collateralization Program

Wells Fargo maintains a public funds deposit collateralization program which is designed to satisfy all applicable statutes and regulations governing public funds deposits. Our dedicated Public Funds Collateral Management team is committed to providing seamless collateralization of your public funds deposits in excess of FDIC insurance coverage. This document sets forth the practices and procedures of Wells Fargo Bank, N.A. for collateralizing public deposits. In this regard, Wells Fargo:

- Ensures that sufficient collateral is pledged to cover collected balances of public funds deposits from the prior business day which exceed the applicable FDIC insurance coverage.
 - Collateralization is designed to adhere to applicable statute and **not** the customer investment policy.
 - Monitors and collateralizes public funds deposits daily.
 - Pledges collateral of any type permitted by applicable law.
 - Calculates the value of pledged collateral using a market value basis unless applicable law requires a different method.
 - Maintains relationships with established third-party vendors to act as safekeeping agents.
 - Obtains market values from established third-party servicers that provide valuation services to many market participants daily.
 - Reserves the right to decline a deposit that would be non-compliant with the collateralization program.
 - Wells Fargo's primary custody agent is Bank of New York Mellon (BNYM) or Bank of New York Mellon Trust, N.A. where required.
 - Accommodates a same day pledge request if received by 10:30AM PST/1:30 PM EST. (Requests received after this time will be processed the next business day.) These requests are only applicable to customers with an establish custody account.
 - With respect to tribal deposits, provides collateralization solely for deposits of federally recognized Indian Tribal Entities.
- What are public funds deposits?**

As a national banking association, Wells Fargo only has the powers granted to it under the National Bank Act. The National Bank Act establishes limits on the ability of Wells Fargo to collateralize deposits. Specifically, Wells Fargo may be (i) a depository of public deposits by federal government agencies; and (ii) a depository of public deposits of one or more States or political subdivisions thereof or any agency or other governmental instrumentality of one or more States or political subdivisions thereof." National banking associations may also collateralize the deposits of federally recognized Indian tribes. Accordingly, public funds accounts are those deposit accounts owned by federal government agencies, states or political subdivisions thereof, their agencies or instrumentalities or federally recognized Indian tribes

FDIC Deposit Insurance Coverage Limits

Currently the FDIC insures the deposits of governmental accounts on a per Official Custodian basis as follows:

The aggregate balances in demand deposit accounts are insured up to \$250,000 per Official Custodian; and
The aggregate balances in time and savings accounts are insured up to \$250,000 per Official Custodian.

An Official Custodian is an officer, employee, or agent of a public unit having official custody of public funds and lawfully depositing the funds in an insured institution. In order to qualify as an Official Custodian, a person must have plenary authority – including control – over the funds. Control of public funds includes possession as well as the authority to establish accounts in insured depository institutions and to make deposits, withdrawals and disbursements.

Wells Fargo Bank, N.A.



Middle Market BMO
Public Funds Collateral Management Team
Email publicfundscollateral@wellsfargo.com
Toll Free 1-877-479-6603



FDIC Coverage Limits

<https://www.fdic.gov/resources/deposit-insurance/accounts-government-depositors/index.html>

Regulation Addressing Official Custodian

<https://www.ecfr.gov/current/title-12/chapter-III/subchapter-B/part-330/section-330.15>

Please direct questions for this program to the Public Funds Collateral Unit toll free at 1-877-479-6603 or email Publicfundscollateral@wellsfargo.com

Sheila Lynch, VP
Public Funds Collateral Team
San Francisco, CA

Andrew Kroeger, VP
Public Funds Collateral Team
Charlotte, NC

Wells Fargo Bank, N.A.





Re: Middle Market BMO Public Funds Collateral Management Team Notification Requirement for Intra-Day Deposit

The Wells Fargo Bank, N.A, Middle Market BMO Public Funds Collateral Management Team (PFCMT) monitors collateral needs on a daily basis for all our Public Funds customers. The current collateral requirements are based on deposit data as of close of business on the previous business day.

Additionally, the PFCMT can accommodate same day collateral requests upon notification of an incoming deposit. Same day collateral requests may be useful in certain instances such as when the end of a month falls on a Friday. For same day placement of collateral for all custodial agents except BNYM we must receive notification by 9:30 a.m. PST/12:30 p.m. EST. If your collateral is held at BNYM, the cutoff time is 10:30 a.m. PST/1:30 p.m. EST. Any notifications received after this time will be accommodated on a best effort basis. These requests are only applicable to customers with an established custody account. Notification of an additional deposit can come from a Relationship Manager or directly from you via email.

- Public Funds Email: publicfundscollateral@wellsfargo.com

The following information is required for the PFCMT analyst to react to notification of an additional deposit:

- Entity name
- Contact
- Telephone number
- Date of anticipated deposit
- Account number if available
- Dollar amount of the deposit
- Length of time funds will remain on deposit if known

If you have questions please contact me, the PFCMT at 877-479-6603.

Sincerely,

Middle Market BMO Public Funds Collateral Management Team

DEPOSITORY PLEDGE AGREEMENT

TIN

Customer Name ("Depositor") has selected **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including, without limitation, surety bonds and investment securities) permitted by the applicable provisions of **Texas** law in effect from time to time (the "Governing Statutes"). **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

1. Grant of Security Interest; Instructions Regarding Collateral. (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a collateral account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the collateral account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".

(b) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Collateral that is not held in the Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect from time to time.

2. Amount of Collateral. The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than **one hundred percent (100%)** of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the Collateral Account contains the Required Collateral Value.

3. Substitutions and Withdrawals of Collateral. If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may unilaterally substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a notice in connection with any withdrawal or substitution which complies with this Section 3, Depositor agrees to provide it promptly upon Bank's request. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from, any actions taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice under this Section 3, whether unilateral or not.

4. Bank's Obligations. Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. Custodian's Obligations. (a) Custodian shall perform the duties and obligations required of Custodian hereunder, in accordance with the provisions of the Governing Statutes. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to each of Bank and Depositor a duplicate receipt for such Collateral. For the avoidance of doubt, it is understood and agreed that such receipts may be combined to identify more than one transaction on any one business day and Custodian shall not be required to issue more than one such receipt to Bank and Depositor on any business day. Bank and Depositor agree that they shall promptly review all receipts delivered to them by Custodian and shall promptly advise Custodian of any error, omission or inaccuracy in such receipts. In the event that Custodian receives such an advice, Custodian shall promptly undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred and shall notify Bank and Depositor of its action concerning each such error, failure, or omission.

(b) Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).

(c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not caused by the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Both Depositor, to the extent permitted by law, and Bank agree to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Depositor and Bank notwithstanding the termination of this Agreement.

(d) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (d) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

(e) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian.

(f) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.

(g) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Eligible Collateral for the benefit of Depositor, (i) such third party will qualify as a "permitted institution" pursuant to the Texas Public Funds Collateral Act, (ii) Custodian shall cause such third party to provide records to Custodian evidencing the deposit of Eligible Collateral with such third party, and (iii) records of the third party relating to such Eligible Collateral will at all times state the name of Custodian. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.

6. Custodian's Reliance on Pricing Services. The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

7. Default and Remedies. If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.

8. Termination of Agreement. Any party to this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.

9. Applicable Law; Other Agreements. This Agreement is governed by the laws of the **State of Texas**. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.

10. Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

11. Jury Trial Waiver. EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. Compliance with Texas Government Code Sections. (a) As required by Section 2270.002 of the Texas Government Code, Bank and Custodian each hereby verifies that subject to and except as otherwise required by federal law, including, without limitation, 50 U.S.C. Section 4607, it does not boycott Israel and will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the phrase "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(b) Pursuant to Section 2252.152 of the Texas Government Code, Bank and Custodian each hereby verifies that it is not engaged in active business operations with Sudan or Iran in violation of U.S. law, or a foreign terrorist organization. For purposes of this Agreement, the phrase "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(c) To the extent this Agreement represents a contract for goods or services within the meaning of Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) and solely for purposes of Chapter 2271 of the Texas Government Code, Bank and Custodian each hereby verifies that subject to and except as otherwise required by federal law, it is not a Company that boycotts energy companies

and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies," "boycott energy companies," and "Company" have the meaning assigned to the terms "boycott energy company" and "Company" in Section 809.001 of the Texas Government Code.

(d) To the extent this Agreement represents a contract for goods or services within the meaning of Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session) and solely for the purposes of Chapter 2271 of the Texas Government Code, Bank and Custodian each hereby verifies that that subject to and except as otherwise required by federal law, it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code. For purposes of this paragraph, the term "Company" has the meaning assigned to the term "Company" in Section 809.001 of the Texas Government Code.

13. Miscellaneous. The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees, to the extent permitted by law, not to claim, and it hereby waives, such immunity in connection with this Agreement.

Date of Agreement: _____, 20____.

DEPOSITOR: Customer Name

CUSTODIAN: **THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**

Signature: _____

Print
Name: _____

Title: _____

Address: _____

Signature: _____

Print
Name: _____

Title: _____

Address: _____

C/O The Bank of New York Mellon
101 Barclay Street, 4th Floor
New York, NY 10286
Attn: Markets- Collateral Manager

BANK: **WELLS FARGO BANK, NATIONAL ASSOCIATION**

Signature: _____

Print
Name: _____

Title: _____

Address: _____

Sheila Lynch

Vice President

333 Market Street St.4th Floor,
MAC: A0109-040
San Francisco, CA 94105

ADDENDUM "A"
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement. **Individual who signs page 4 must also sign below.**

1.	Print Name:		Signature:	
	Business		Phone:	
	Email:		Fax:	
2.	Print Name:		Signature:	
	Business		Phone:	
	Email:		Fax:	
3.	Print Name:		Signature:	
	Business		Phone:	
	Email:		Fax:	
4.	Print Name:		Signature:	
	Business		Phone:	
	Email:		Fax:	

Wells Fargo Bank
Instructions for Completing The BNY Mellon NEXEN Client Set Up Request Form.

Only complete the **Client Information** & **User Set UP** sections of the form in order to provide user(s) access to your daily collateral price reports. These areas are **Blue** for your convenience

Please type or print all required information **legibly**.

Within the Client Information Section:

- Complete all information.

Within the User Set Up Section:

- Please provide the name(s), e-mail address(s) and telephone number(s) of staff that you want to have access to NEXEN reporting.
- Since this is your initial set up, ignore the "User ID" and "Reset Code" portion. User ID(s) and Reset Code(s) will be assigned during the NEXEN set up process and returned to the primary contact by BNY Mellon shortly after the first posting of collateral to your account takes place. The User ID and Reset Code will be required if and when a user needs to have his/her password reset. A telephone number for BNY Mellon's BDS Help Desk will also be given within the returned NEXEN User set up information packet.

After your initial sign on, the NEXEN system will prompt each user to immediately change his/her password.

If you have any questions, please contact the Wells Fargo Public Funds Collateral Unit at 877-479-6603. Upon completion, please return the NEXEN Client Set Up Request along with your signed third party contract to the address provided on the contact sheet.



BNY MELLON

NEXEN Client Set Up Request
Markets Group - Public Fund Client

a/c ID: _ _ _ _ _

a/c PID: _ _ _ _ _

WELLS FARGO BANK

BNYM Account Manager Contact:

Contact Name:
Business Unit:

Telephone #:
Fax #:

Request Type:

☒ New Customer

☐ Existing NEXEN Customer - Maintenance
(update client, services, users, accounts and/or reports
as designated below)

☒ Domestic (B4) (Accounts on RE1, RE2)

NEXEN ID: (required)

Client Information:

Company Name:
Address1:
Address2:
Address3:

User Set Up:

☐ Add User

☐ Delete User

Name	User ID (if assigned)	Reset Code 6digit - numeric	Email Address	Telephone Number
		123456		
		123456		
		123456		
		123456		
		123456		
		123456		

Services: Reports

☒ Price Report

Accounts: RE1

Parent Purchaser Group (please indicate whether account(s) is on RE1 and/or RE2).

Special Instructions:

Nov-15



This is a draft implementation plan to demonstrate our approach and methodology for transitioning the County. We will build the final plan based on the final scope of services and in collaboration with the County.

Fort Bend County

Draft Project Plan

Target Production Date: TBD

Overall Project Status: Green

Last update: 01/28/2025

Recurring Project Calls

MS Teams meeting link: TBD
Passcode: TBD

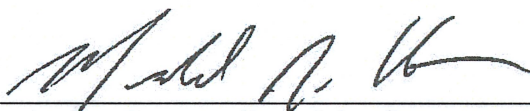


CERTIFICATE OF CORPORATE EXISTENCE AND FIDUCIARY POWERS

I, Michael J. Hsu, Acting Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.
2. "Wells Fargo Bank, National Association," Sioux Falls, South Dakota (Charter No. 1), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking and exercise fiduciary powers on the date of this certificate.

IN TESTIMONY WHEREOF, today, July 2, 2024, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.



Acting Comptroller of the Currency



The ACH network is thriving

2023 performance

2023 Nacha Top 50 ACH rankings, March 2024

ACH overall volume

ACH Network • 31.5B • up 4.8%



Wells Fargo • 10.7B • up 3.1%
34.1% of the overall network volume

The ACH Network average payment **volume** per day was more than

126M

ACH overall value

ACH Network • \$80.1T • up 4.4%



Wells Fargo • \$22.5T • up 2.3%
28.1% of the overall network value

Over the past 11 years, network transaction **value** has increased each year by over

\$1T

ACH Same Day volume

ACH Network • 853.4M • up 22.3%



Wells Fargo • 222.9M • up 3.4%
26.1% of the overall network

Daily Same Day ACH network transaction **volume** averaged

3.4M

ACH Same Day value

ACH Network • \$2.4T • up 41.2%



Wells Fargo • \$710.5B • up 32.3%
29.6% of the overall network value

Daily Same Day ACH network transaction **value** averaged

\$9.7B

Wells Fargo leads in quality and experience

#1

overall ACH network provider

2023 Nacha Top 50 ACH rankings

#1 interbank originator for the last 12 years and #3 interbank receiver

Awards*

Quality and system recognition

- 4-time recipient of Kevin O'Brien Quality Award
- Recipient of George Mitchell Payment System Award

Industry participation*

Boards, committees, panels

- Nacha
- Federal Reserve Bank
- The Clearing House
- Regional Payments Associations

Certifications*

Accreditations and training

- Significant and ongoing investment in team member education
- Accredited ACH Professional (AAP)
 - Accredited Payments Risk Professional (APRP)

*Source: Internal Wells Fargo information

What helps make us a trusted advisor

Proprietary processing system



- **15 million** items per hour peak processing throughput
- **99.9%** success rate on file processing deadlines
- **98.4%** straight-through processing
- **99.6%** return matching
- **3** geographically dispersed processing locations for operational resiliency

Support and leadership



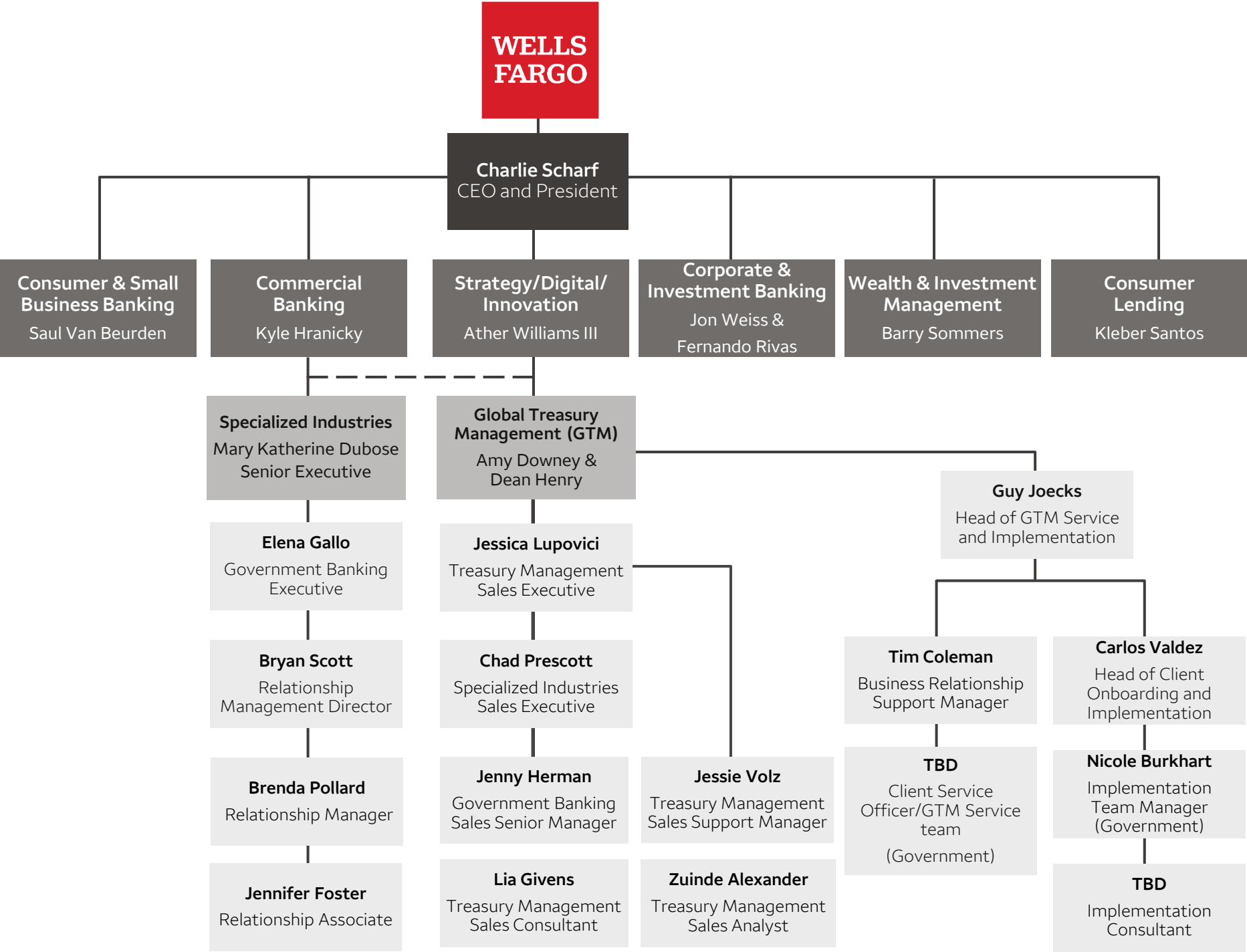
- **24x7** operational support available and end-to-end problem resolution
- **20+ years average tenure** - ACH operations leadership

Multi-channel offering



- Direct origination
- Online banking platform
- Multi-rail, consolidated file
- Application Programming Interface (API)

Source: Internal Wells Fargo statistics and information



Note: Organizational chart is proprietary.

Treasury management RFP disclosures

Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with Fort Bend County in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo's right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to the County's contractual requirements or to bind Wells Fargo to the County's contractual requirements unless specifically commented upon.

Wells Fargo has included with our response copies of our account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would require to serve as the starting point for contract negotiations or be incorporated into any final agreement.

Page_Section	Description
Pg. 6, Item 6.0 Acceptance; Pg. 7, Item 9.0 Contractual Obligation	Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with Fort Bend County, TX in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo's right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to Fort Bend County, TX's contractual requirements or to bind Wells Fargo to Fort Bend County, TX's contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we require to serve as or be incorporated into any final agreement.
Pg. 7, Item 10.0 Retention of Respondent's Material	Wells Fargo does not grant ownership rights with respect to any contents of its proposal or any of its intellectual property to Fort Bend County, TX.
Pg. 7, Item 11.0 Assignment	Each party may assign the contract with the other party's consent, which consent will not be unreasonably withheld or delayed; provided, however, that Wells Fargo may assign the contract without consent in connection with a merger, acquisition or corporate restructuring involving Wells Fargo.
Pg. 8, Item 13.0 Confidential Matters, 1st paragraph	The Bank will keep Confidential Information (meaning all non-public, confidential or proprietary information of Customer that is disclosed to Bank during the term of the Contract by Customer or any of its officers, employees, agents or representatives in connection with the provision of banking services, and includes, without limitation, all financial, technical or business information relating to Customer, including trade secrets, research and development test results, marketing or business plans, strategies, forecasts, budgets, projections, customer and supplier information, and any other analyses, computations or studies prepared by or for Customer.) confidential, and will not disclose Confidential Information to any person or entity, except disclosures: (a) to federal and state bank examiners, and other regulatory officials having jurisdiction over Bank;

Page_Section	Description
	(b) to (i) Bank's Representatives (including, without limitation, all other banks and companies affiliated with Wells Fargo & Company, and their legal counsel, auditors, and other professional advisors retained by Bank or its affiliates who need to know the Confidential Information for purposes of the Evaluation), and (ii) any rating agency of Bank, provided that each such individual or entity is informed of the confidential nature of the Confidential Information, and agrees to treat the Confidential Information as confidential in accordance with terms and conditions no less protective than as set forth in this Agreement; (c) required by law or legal process in the opinion of Bank's Representatives; or (d) otherwise authorized in writing by Customer. In the event that Bank or any of its Representatives is, in the opinion of Bank's counsel, required by applicable law to disclose any Confidential Information, then Bank, unless prohibited by law, will provide notice of the legal process to Customer so that Customer, at its sole option (but without obligation to do so), and at its sole expense, may attempt to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.
Pg. 8, Item 14.0 Limits of Subcontractors	Wells Fargo is part of a diversified financial services company that provides retail, commercial and corporate banking services throughout much of the United States. Wells Fargo's services rely upon a robust network of Bank assets, employees and third-party resources located in the United States and around the world. Wells Fargo utilizes various vendors and other third parties to handle portions of its business on a geographic and/or line of business basis. Accordingly, Wells Fargo reserves the right to subcontract freely. It is not feasible for Wells Fargo to obtain the prior written consent of any customer with respect to any service that may utilize such vendor or subcontractor. However, should Wells Fargo choose to subcontract, it shall remain fully responsible for the performance of all obligations pursuant to the contract including those performed by a subcontractor. In addition, Wells Fargo does not consider an arrangement with a third party under which the third party assists Wells Fargo in providing services or products which are not specific to Fort Bend County, TX to be a subcontract for purposes of this Agreement. Wells Fargo cannot modify agreements with its vendors to include content requested by particular customers. Wells Fargo expects to be compensated for all services that it renders in conjunction with any contract arising out of the RFP.
Pg. 8, Item 15.0 Jurisdiction, Venue, Choice of Law	Wells Fargo requires that in addition to a designated state law, which we are willing to negotiate upon award of business, that the governing law provision to be included in the final contract also include federal law and regulations. Wells Fargo is willing to negotiate an appropriate venue/jurisdiction provision, which would include allowing federal court as a venue/jurisdiction (for matters not otherwise subject to arbitration).

Page_Section	Description
Pg. 9, Item 17.0 Americans with Disabilities Act	Wells Fargo will perform its obligations in accordance with: (i) applicable Federal laws, (ii) applicable state and local laws and regulations to the extent, in Wells Fargo's opinion, compliance would not conflict with applicable federal laws or industry banking practice or its own policies and procedures and (iii) Wells Fargo's Service Documentation, which governs the accounts and services to be provided and has been included with Wells Fargo's response to this RFP.
Pg. 9, Item 21.0 Texas Ethics Commission Form 1295	At this time, and to the best knowledge of the Wells Fargo Bank representatives preparing this response, there are no conflicts of interest that would interfere with Wells Fargo's ability to provide the services requested in this RFP.
Pg. 10 {22.1}	In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Certificates/Evidence of Insurance shall be provided on standard ACORD form.
Pg. 10 {22.2}	Wells Fargo policies and endorsements are not subject to review of a third party. At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
Pg. 10 {22.2.1}	~~Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.~~ Wells Fargo is a non-subscriber under Texas' Workers Compensation Act. WF has established an employee welfare benefit plan in Texas.
Pgs. 10- 11 {22.3}	Please strike this section in full. Wells Fargo can comply with the request for additional insured status for general liability and automobile liability insurance. However, Wells Fargo does not tailor endorsements for specific contracts.

Page_Section	Description
	Wells Fargo's policies contain an omnibus additional insured endorsement which recognizes business associates as additional insureds so long as a contractual requirement to do so exists.
Pg. 11 {22.4}	If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; ~~and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.~~ We can comply with the request to grant a waiver of subrogation for general liability and automobile liability. However, we do not tailor endorsements for specific contracts. Our policies contain an omnibus waiver of subrogation endorsement granting a waiver of subrogation so long as a contractual requirement to do so exists.
Pg. 11, Item 23.0 Indemnification	
Pg. 12 {24.0}	During the term of this Agreement, Contractor will indemnify, defend and hold harmless the Customer and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all losses or damages (collectively, "Losses") arising out of, resulting from or relating to 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 Contractor or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of the Customer. In no event will Contractor be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Contractor, and regardless of the form of the claim or action or the legal theory on which it is based. Contractor's liability under this indemnity will be limited to an amount not to exceed 10 times Contractor fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Contractor fees were incurred in such month, Contractor fees incurred in the month in which the losses or damages were incurred).
Pg. 12, Item 24.0 State Law Requirements For Contracts, subsection 24.1	Any representation, certification, statement or requirement that Wells Fargo Bank, N.A. does not or will not boycott any country or other foreign jurisdiction (including, without limitation, Israel) is expressly made subject to and qualified by applicable federal law, including, without limitation, 50 U.S.C. Sections 4841-4843.
Pg. 12, Item 24.0 State Law Requirements For Contracts, subsection 24.2	Except as set forth below, Wells Fargo Bank, N.A. has not been debarred, or otherwise had its legal authorization to conduct its operations suspended, by any local, state, or federal authority, within the past five years. During the third quarter of 2016, Wells Fargo Bank, N.A. entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency regarding certain sales practices.* Following the announcement of the 2016 Settlement, certain state and local governmental bodies and municipal entities temporarily suspended or removed Wells Fargo Bank, N.A. from providing certain commercial and investment banking services.

Page_Section	Description
	However, there have been no actions, as of this date, that would materially impair our ability to conduct business or meet obligations under the transaction to which this RFP relates. On July 28, 2022, the West Virginia State Treasurer placed Wells Fargo Bank, N.A. on its Restricted Financial Institutions list as a result of its determination that certain financial institutions are boycotting energy companies. Pursuant to West Virginia Code Section 12-1C-1, et. seq., the Treasurer is authorized to disqualify listed financial institutions from the competitive bidding process for banking contracts, or to refuse to enter into banking contracts with listed financial institutions. On May 3, 2023, the Oklahoma State Treasurer placed Wells Fargo Bank, N.A. on its Restricted Financial Company list as a result of its determination that certain financial companies are engaging in energy company boycotts. * Wells Fargo. 2016. "Wells Fargo Issues Statement on Agreements Related to Sales Practices." September 8, 2016. wellsfargo.com > About Us > Newsroom. Wells Fargo Newsroom - Wells Fargo Issues Statement on Agreements Related to Sales Practices (wf.com)
Pg. 14, Item 27.7.1 Statements; Pg. 19, Item 29.8 Mail Receipt; Pg. 19, Item 29.9 Lockbox Processing Procedures (subsections 29.9.1.2 & 29.9.11); Pgs. 22-23, Item 29.14 Customer Service (Service Level Agreement)	The SLAs noted within the RFP are target levels only and are not a binding commitment on the part of the Bank. A failure to meet these targets shall not be construed as a failure to meet ordinary standard of care or a breach of contract. To the extent the Bank does not meet these targets the County's sole recourse shall be to terminate the contract.
Pg. 19 {29.6}	Wells Fargo cannot allow physical facility audits for security and confidentiality reasons. Wells Fargo can allow audits of relevant records with reasonable prior notice during normal business hours in accordance with Wells Fargo's policies. Wells Fargo cannot allow audits or inspections of its data center, facilities, systems, networks or equipment for security and confidentiality reasons. Wells Fargo can allow audits of relevant records with reasonable prior notice during normal business hours in accordance with Wells Fargo's policies for the purpose of verifying the accuracy of amounts charged or compliance with contractual financial and record-keeping requirements.
Pgs. 28-29 {31.0}	Wells Fargo will comply with the eligible collateral schedule as required by Texas statutes, chapters 2257 and 105 and not the customer's investment policy. Wells Fargo reserves the right to pledge collateral types at its discretion which may include Irrevocable Standby Letters of Credit from the Federal Home Loan Bank.
Pg. 30, Item 32.2 Renewals	Wells Fargo submits that any extensions or renewals should be mutually agreed upon in writing by the parties.

Page_Section	Description
Pg. 30, Item 32.3 Transition	Wells Fargo further reserves the right to negotiate mutually acceptable transition services related terms.
Pg. 40 Exhibit B. Mutual Fund Instructions and Questionnaire; Pgs. 47-49, Exhibit D. Custody Services Agreement	The collateralization of public funds will be in accordance with the terms and condition of the Depository Pledge Agreement, which the Bank and the County has either: (i) previously entered into or (ii) will be separately entered into upon the award of bid. The provisions relating to the collateralization of public funds noted within this RFA are therefore not applicable. Furthermore, the County's Policy is for County's own internal control/reference purposes only and does not apply to the Bank's provision of services within the scope of the RFP.
Pg. 50, Item 10. Bank Compliance with Laws	Wells Fargo will perform its obligations in accordance with: (i) applicable Federal laws, (ii) applicable state and local laws and regulations to the extent, in Wells Fargo's opinion, compliance would not conflict with applicable federal laws or industry banking practice or its own policies and procedures and (iii) Wells Fargo's Service Documentation, which governs the accounts and services to be provided and has been included with Wells Fargo's response to this RFP.
Pg. 52, Items 28, 30, 31 and 33. Litigation and Regulatory Actions	Wells Fargo and certain of our subsidiaries are involved in a number of judicial, regulatory, governmental, arbitration, and other proceedings or investigations concerning matters arising from the conduct of our business activities, and many of those proceedings and investigations expose Wells Fargo to potential financial loss or other adverse consequences. These proceedings and investigations include actions brought against Wells Fargo and/or our subsidiaries with respect to corporate-related matters and transactions in which Wells Fargo and/or our subsidiaries were involved. In addition, Wells Fargo and our subsidiaries may be requested to provide information to or otherwise cooperate with government authorities in the conduct of investigations of other persons or industry groups. Based on information currently available, advice of counsel, available insurance coverage, and established reserves, Wells Fargo believes that the eventual outcome of the actions against Wells Fargo and/or its subsidiaries will not, individually or in the aggregate, have a material adverse effect on Wells Fargo's consolidated financial condition. Additionally, at this time, and to the best knowledge of the Wells Fargo Bank representatives preparing this response, Wells Fargo Bank has not been involved in any regulatory reviews or any legal actions that would have a material adverse effect on our ability to provide the services requested in this RFP. To the extent any litigation or regulatory matters are required to be reported, they are disclosed in Wells Fargo's SEC filings and are matters of public record: •Copies of the Legal Proceedings sections from Wells Fargo's recent public filings and most recent periodic reports are available at https://www.wellsfargo.com/invest_relations/filings. •Legal Actions start on page 93 of Q3 2024 Form 10-Q. •Wells Fargo's Annual Reports are available at https://www.wellsfargo.com/invest_relations/annual.

Municipal advisor RFP disclosure

This proposal is submitted in response to your Request for Proposal for Depository Bank Services (25-004) dated January 5, 2025. The contents of this proposal and any subsequent discussions between us, including any and all information and analysis with respect to products, is provided to you in reliance upon your compliance with the guidance of the staff of the SEC's office of Municipal Securities in order for a request for proposal to be consistent with the exemption for responses to requests for proposals or qualifications provided under the municipal advisor rules (the "Muni Advisor Rules") of the Securities and Exchange Commission (the "SEC") (240 CFR 15Ba1-1 et seq.).

In submitting this proposal (a) Wells Fargo Bank, N.A. ("Wells Fargo") is not acting as an advisor to the County ("you") and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the information and material contained in this proposal; (b) Wells Fargo is acting for its own interests; and (c) you should discuss any information and material contained in this proposal with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

Merchant Services RFP Legal Disclosures

Legal entity and contracting parties

Wells Fargo Merchant Services, L.L.C. is an alliance between Wells Fargo Bank, N.A. and First Data Merchant Services, L.L.C.

Any agreement for Merchant Services will be entered into between County of Fort Bend (the County) and Wells Fargo Merchant Services, L.L.C. and Wells Fargo Bank, N.A. (collectively referred to as "Wells Fargo" with regards to Merchant Services). This Agreement is separate from any new or existing agreements between the County and Wells Fargo Bank, N.A. for banking or treasury management services. Furthermore, the Merchant Processing Agreement is separate from agreements for those services, including agreements for any proposed or existing treasury management services used in addition to, or in conjunction with, merchant processing services.

Disclosures

Our proposal is intended to be a description of the services we can provide in response to the requirements described in the RFP. If our proposal is accepted in principle, we are willing to negotiate mutually acceptable terms and conditions that shall govern our Merchant Services relationship with the County. However, by responding to the RFP, we are not indicating our acceptance of any of the terms or conditions contained in the RFP. Our right to negotiate all terms upon award of business will not be affected or diminished by any language in the RFP. This includes language that purports to be binding on Wells Fargo by virtue of our proposal, including, but not limited to, any signature page statements, certifications, confirmations, and the like required as part of an RFP response.

We are providing the link to our Merchant Services Terms and Conditions (wellsfargo.com/termscustom1024). We expect this document to become the final Agreement or part of the final Agreement (dependent on your product and service selections) between the County and Wells Fargo if you choose us as your provider.



Commercial Account Agreement

Effective June 2024

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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 available 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

Arbitration Agreement between you and Wells Fargo

Upon demand of by you or us, any dispute or claim arising from or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts less than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state whose laws govern your account, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English.

Judgment on the award rendered by the arbitrators may be entered in any court having competent jurisdiction. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies, including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this subsection.

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 Wells Fargo VantageSM platform f/k/a Commercial Electronic Office® (CEO®), 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 Vantage, 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 time frames.

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 Instant Payments.

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 the signer's name can be deleted from our records for your account, and online access or any cards that we have issued to the signer 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 Vantage, 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. 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.

Do we charge a fee for your use of uncollected funds?

Yes. We charge you a fee for each day we permit you to use uncollected funds. "Uncollected funds" are the proceeds from an item deposited to your account which we determine to be "uncollected" (or not received by us) based on certain criteria including the channel used to make the deposit. Our collection schedule describes when deposits of items that satisfy these criteria will be considered collected. The periodic statement or client analysis statement for your account shows the average daily amount of your uncollected funds as the "Average Daily Negative Collected", the rate we charge to determine the fee, and the fee for the period covered by the statement. We reserve the right to change the criteria we use to determine whether funds are uncollected and calculate the fee at any time.

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 without notice.

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.

You agree to promptly pay any invoiced amount. We may assess finance charges on any invoiced amounts that are not paid within 45 days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing this Agreement, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and charges.

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 periodically apply your accrued earnings allowance to eligible fees and expenses (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 370.2(j).

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 may disclose to you.

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 suspend a service related to your account?

Yes. We reserve the right to place a hold on your account or suspend specific services (e.g., wire transfers) related to your account without closing your account and without prior notice to you when we determine, in our sole discretion, that the action is necessary or required by applicable law or a court or regulatory agency order or proceeding. 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-8IMY. In some cases, that Form W-8IMY 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 or inquiries by local, state, and federal banking or other 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, respectively, 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 debit card purchases, ATM withdrawals, 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 date and 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 date and 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.**

- This is our standard overdraft coverage (see more information below). Items paid into overdraft are subject to applicable overdraft fees.

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 or document 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 interest begin accruing on a deposit?

Interest begins accruing on a cash deposit on the same business day the 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 ten 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 and, unless we notify you otherwise:

- Typically for a similar term ; and
- At our interest rate in effect on the maturity date for a new time account of the same term and amount.

Note: For terms less than 30 days, your time account will not automatically renew and will not earn interest unless you contact us to renew. Balances of less than \$1.00 will not earn interest. At our discretion, we may redeem and close your time account if its balance falls below \$1.00.

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," "sender", 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, (collectively, Rules), including Fedwire, FedNow, the National Automated Clearing House Association (Nacha) or any regional association (together, ACH), the Electronic Check Clearing House Organization, the Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunications (SWIFT), and The Clearing House 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 are transmitted through an ACH:

- Your rights to 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, and the sender of the payment will not be considered to have made the payment to you.
- You authorize any Originating Depository Financial Institution (ODFI) to initiate, ACH debit entries to your account for presentment or re-presentment of items written or authorized by you in accordance with the Rules applicable to ACH.

Stop payment orders on ACH debit entries

An "ACH debit entry" is an instruction from us or a third-party originator to withdraw money from your account through ACH. You may request a stop payment order for an ACH debit entry that has not already been paid from your account. 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 ACH sender.

Reversal or return of ACH debit entries

Under the 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.

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 Instant Payments

For purposes of this Agreement, an "Instant Payment" is a payment we receive through an instant payments network for credit to your account. The following additional terms apply to any Instant Payment we receive for credit to your account through an Instant Payments network.

- Instant Payments may be used only for eligible payments between a sender and beneficiary 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. Instant Payments that are permitted under the Instant Payment Rules and our requirements will be considered eligible payments for purposes of this Agreement.
- Instant Payments cannot be cancelled or amended by the sender. If we receive a request for return of an Instant Payment received for credit to your account, we may notify you of that request. You are not obligated under the Rules to comply with any such request for return of funds, but you will reasonably cooperate with us if we request your assistance in connection with a reported unauthorized or erroneous Instant Payment. Any dispute between you and the sender of an Instant Payment should be resolved between you and the sender.
- If you do not wish to accept an Instant 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.
- Instant Payments are typically completed within seconds of transmission of the payment by the sender, unless the payment fails or is delayed due to a review by us or the sending bank, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the applicable Instant Payments network or sending bank may also prevent Instant 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 available funds in your checking account. When an Overdraft Protection transfer occurs from a linked savings account to cover the authorization or payment of a transaction, the available balance in that savings account will be reduced by the amount of funds to be transferred. 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 are generally 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 available funds in your checking account or in accounts linked for Overdraft Protection at the time of the transaction. If your account is enrolled in this service, we may approve your ATM and everyday (one-time) debit card transactions 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 using your account and routing number, and recurring transactions (for example, ACH payments or recurring debit card transactions such as utility payments and subscription services) We may continue to authorize or pay these transactions into overdraft, at our discretion, and our standard overdraft fees and policies will apply.

If your account is not enrolled in Debit Card Overdraft Service and there is not enough available funds in your checking account or accounts linked for Overdraft Protection, your ATM and everyday (one-time) debit card transactions will be declined.; and if an ATM or everyday debit card transaction creates a negative balance during posting, you will not be assessed 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, other transactions using your account number, or automatic payments (e.g., ACH payments) into overdraft rather than returning them unpaid. Under standard overdraft coverage, we will not authorize ATM and everyday (one-time) debit card transactions into overdraft unless your account is enrolled in Debit Card Overdraft Service as described above. You can request to remove our standard overdraft coverage from your account by speaking to a banker.

When you don't have a sufficient available balance in your account (or in accounts linked for Overdraft Protection), the decision to authorize or pay a transaction into overdraft is made at our sole discretion, and we reserve the right to decline or return a transaction that would result in an overdraft. We reserve this discretion regardless of whether we've previously honored or dishonored overdrafts. We base our decision to authorize or pay a transaction into overdraft on factors that include, but are not limited to, your account history, deposits you make, and transaction characteristics.

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

- We will return your checks and other returnable items (such as ACH payments) unpaid.
- We will not authorize certain transactions such as teller-cashed checks and recurring debit card transactions into overdraft.
- 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.

With or without standard overdraft coverage, certain transactions (such as checks cashed at Wells Fargo) may be paid into overdraft during our nightly processing and charged an overdraft fee even if they were authorized when your account had a sufficient available balance.

Important information about fees:**An overdraft fee may be assessed for each item paid into overdraft subject to the following:**

- No overdraft fee will be assessed on ATM and everyday (one-time) debit card transactions if your account is not enrolled in Debit Card Overdraft Service. With or without Debit Card Overdraft Service, overdraft fees are applicable to recurring debit card transactions that are paid into overdraft. The classification of a debit card transaction as recurring or non-recurring is determined by merchant, other institutions, or third parties before the transaction is presented to us for authorization or payment. We will treat and process such debit card transactions in the manner they are presented to us.
- ATM withdrawals and debit card transactions that were authorized when your account had a sufficient available balance, but are subsequently presented to us for payment and paid into overdraft when you no longer have a sufficient available balance, will not be assessed an overdraft fee (whether or not you are enrolled in Debit Card Overdraft Service).
- 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.

Treasury Management Product Enrollment

Customer information

Customer name	_____	Company ID	_____
Street address	_____		
City	_____	State	_____
		ZIP	_____
Country name	_____	Country Code (if applicable)	_____
Primary contact	_____	Phone	_____
Email address	_____	Fax	_____

Wells Fargo VantageSM ("Vantage") f/k/a Commercial Electronic Office[®] (CEO[®]) Users Set-up

User name	User email (if new user)	User ID (if existing)

Select one or more Vantage products for the user(s) listed above:

Treasury Management products **not** in Administration:

☐ Autolink	☐ Bill Manager
☐ Cash Vault - Change Orders	☐ Cash Vault - Change Order Inquiry
☐ Cash Vault - Deposit Inquiry	☐ Cash Vault - Supply Order
☐ Electronic Document Delivery	☐ Integrated Receivables
☐ Receivables Manager	☐ Reverse Positive Pay
☐ Sweep and Fed Funds – Statements and Confirmation	☐ Wells Fargo Business Online

Treasury Management Products in Administration:

☐ ACH Payments ¹ User	☐ ACH Payments ¹ Administrator
☐ ACH Fraud Filter	☐ Alerts
☐ ARP Register Maintenance	☐ Basic Banking
☐ Canadian Treasury Services	☐ Cash Concentration
☐ Centralized Disbursements	☐ Centralized Disbursements - Clients
☐ Claims Payments	☐ Deposit Maintenance
☐ Desktop Deposit	☐ E-Box Decisioning
☐ Fed Funds	☐ Image
☐ Image Positive Pay	☐ Item Detail Inquiry Service

☐ Lockbox	☐ Lockbox Correspondence
☐ Payment Manager Online	☐ Payment Manager File Validation Tool
☐ Returned Items	☐ SAFE Transmission
☐ Statements and Notices ²	☐ Supplier Payments
☐ Transaction Search	☐ Treasury Information Reporting
☐ WellsTAX®.	

Accounts: _____

ACH IDs (File ID/Company ID): _____

¹ This only covers giving users access to the high-level product in the Vantage 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	

RSA SecurID Token Request Set-up

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

RSA SecurID 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 local e-waste disposal regulations to dispose of old tokens.

User Name # 1 _____	User ID (for existing Vantage users) _____
Token Serial #* _____	ACH Payments Admin ☐ Yes ☐ No
New User	☐ New token ☐ Assign token*
Existing User (Select one box only)	☐ Replace token ☐ Assign token* ☐ Un-Assign token* ☐ Delete token*

Vantage 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 Vantage platform 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 Vantage platform 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 Vantage Services can the user administer?

☐ All Vantage Services

☐ Specific Vantage Services

Vantage

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 Statement & Notices settings
☐ Manage Company Wires settings

Custody Option

Single Custody - Non-Standard Administration Procedure - Customer has declined to use dual custody, which is part of Bank's standard Vantage 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 Vantage 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 Vantage 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 Vantage Administration service, as they may only be changed by contacting your banker. If you enroll in a new Vantage product, it will not automatically be placed in dual custody, unless you contact your bank representative.

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

Product	Custody setting

Product	Custody setting	
ACH Payments (incl. Domestic and International)	☐ Forced Dual Custody	☐ Single Custody
Administration	☐ Forced Dual Custody	☐ Single Custody
Alerts	☐ Forced Dual Custody	☐ Single Custody
Basic Banking	☐ Forced Dual Custody	☐ Single Custody
Canadian Treasury Solutions	☐ Forced Dual Custody	☐ Single Custody
Cash Concentration	☐ Forced Dual Custody	☐ Single Custody
Centralized Disbursements	☐ Forced Dual Custody	☐ Single Custody
Centralized Disbursements - Clients	☐ Forced Dual Custody	☐ Single Custody
Claims Payments	☐ Forced Dual Custody	☐ Single Custody
Credit Management	☐ Forced Dual Custody	☐ Single Custody
Dealer Inventory Finance	☐ Forced Dual Custody	☐ Single Custody
Deposit Maintenance	☐ Forced Dual Custody	☐ Single Custody
Derivatives Access	☐ Forced Dual Custody	☐ Single Custody
Desktop Deposit®	☐ Forced Dual Custody	☐ Single Custody
E - Box® Decisioning	☐ Forced Dual Custody	☐ Single Custody
Fed Funds	☐ Forced Dual Custody	☐ Single Custody
Foreign Exchange	☐ Forced Dual Custody	☐ Single Custody
Fraud Manager:		
ACH Fraud Filter	☐ Forced Dual Custody	☐ Single Custody
ARP Register Maintenance	☐ Forced Dual Custody	☐ Single Custody
Image Positive Pay	☐ Forced Dual Custody	☐ Single Custody
Image	☐ Forced Dual Custody	☐ Single Custody
Institutional Investing – Reporting	☐ Forced Dual Custody	☐ Single Custody
Item Detail Inquiry Service	☐ Forced Dual Custody	☐ Single Custody
Lockbox	☐ Forced Dual Custody	☐ Single Custody
Payments		
ACH	☐ Forced Dual Custody	☐ Single Custody
Instant Payments	☐ Forced Dual Custody	☐ Single Custody
Payment Manager®	☐ Forced Dual Custody	☐ Single Custody
Returned Items	☐ Forced Dual Custody	☐ Single Custody
SAFE Transmission	☐ Forced Dual Custody	☐ Single Custody
Statements & Notices	☐ Forced Dual Custody	☐ Single Custody
Supplier Payments	☐ Forced Dual Custody	☐ Single Custody

Product	Custody setting	
Transaction Search	☐ Forced Dual Custody	☐ Single Custody
Treasury Information Reporting	☐ Forced Dual Custody	☐ Single Custody
Warehouse Lending Finance	☐ Forced Dual Custody	☐ Single Custody
WFED SM - Wells Fargo Electronic Deposit SM	☐ Forced Dual Custody	☐ Single Custody
Wells Capital Management	☐ Forced Dual Custody	☐ Single Custody
WellsOne [®] Virtual Card Payments	☐ Forced Dual Custody	☐ Single Custody
WellsTAX Payments	☐ Forced Dual Custody	☐ Single Custody
Wells Fargo Business Online [®]	☐ Forced Dual Custody	☐ Single Custody
Wires	☐ Forced Dual Custody	☐ Single Custody
Administration settings	Custody settings	
Add/Edit User	☐ Forced Dual Custody	☐ Single Custody
Password reset	☐ Forced Dual Custody	☐ Single Custody
Hide Secret Question and Answer	☐ Forced Dual Custody	☐ Single Custody
Wires limits and authorizations	☐ Forced Dual Custody	☐ Single Custody
Desktop Deposit Company preferences	☐ Forced Dual Custody	☐ Single Custody

Wires Set-up

☐ New ☐ Change

Company Authorization - (For existing 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)
\$ _____		☐ Shared (Default) ☐ Beneficiary ☐ Originator
Value Date Roll Forward	File Import (File Import and Payment Manager Import)	Get Rate
☐ Yes ☐ No (Default)	☐ Yes (Default) ☐ No	☐ Yes (Default) ☐ No
Additional Approver Limits (Optional)		
☐ Wires \$ _____	☐ Book Transfer \$ _____	☐ Drawdown \$ _____

Complete the following regarding Funds Transfer Information for specific payment types – (For new and existing 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)	☐ Templated Only ☐ Freeform Only ☐ Templated and Freeform	N/A - No Change	N/A - No Change
Drawdown	☐ Templated Only ☐ Freeform Only ☐ Templated and Freeform	N/A - No Change	N/A - No Change
Book Transfer	☐ Templated Only ☐ Freeform Only ☐ 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 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
	\$	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ Template Maintenance
	\$	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ Template Maintenance
	\$	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ 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				
Book Transfer				
Template Maintenance	-----	-----	-----	-----

User # 1 Information - Complete all fields

User name _____ User ID (if Vantage user) _____

User Settings

(For new and existing 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			
☐ Yes ☐ No			☐ Yes ☐ No			
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	☐ Templated Only ☐ Freeform Only ☐ Templated and Freeform					
Book Transfers	☐ Templated Only ☐ Freeform Only ☐ Templated and Freeform					
Drawdowns	☐ Templated Only ☐ Freeform Only ☐ Templated and Freeform					

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

Account Number		Account Number	
Wires	☐ Create/Modify/Delete ☐ Approve/Reject	Wires	☐ Create/Modify/Delete ☐ Approve/Reject
Book Transfers	☐ Create/Modify/Delete ☐ Approve/Reject	Book Transfers	☐ Create/Modify/Delete ☐ Approve/Reject
Drawdowns	☐ Create/Modify/Delete ☐ Approve/Reject	Drawdowns	☐ Create/Modify/Delete ☐ Approve/Reject
Template Maintenance	☐ Create/Modify/Delete ☐ Approve/Reject	Template Maintenance	☐ Create/Modify/Delete ☐ 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) _____

☐ G/L ☐ DDA ☐ G/L ☐ DDA ☐ G/L ☐ 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) ☐ 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
			☐ R ☐ 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.)

☐ DDA ☐ 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.)

☐ Account-specific Request	☐ 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.	☐ 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.)

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: ☐ Add service ☐ Change amount ☐ 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, Instant Payments, 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 Vantage, 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): _____

Credit Sweep - Syndicated

Customer elects Bank's Credit Sweep Option.

☐ Add ☐ Change

Target Balance: _____

Facility Control Number (FCN): _____

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:

Wells Fargo VantageSM ("Vantage")

(Vantage) Dual Custody

Vantage is our electronic banking platform that is accessed through the internet. The Vantage 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 Vantage security procedures to authenticate each Payment Order received through the Vantage platform in your name. Our recommended Vantage 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

Vantage is the Bank's electronic banking platform that is accessed through the Internet. The Vantage 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 Vantage 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 through 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 through 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:

Wells Fargo VantageSM ("Vantage")Dual Custody

Vantage is our electronic banking platform that is accessed through the internet. The Vantage 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 Vantage 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

Vantage is the Bank's electronic banking platform that is accessed through the Internet. The Vantage 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 Vantage 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 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."

Wells Fargo VantageSM ("Vantage") – Single Custody

Vantage is the Bank's electronic banking platform that is accessed through the Internet. The Vantage 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 Vantage 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.

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 through 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 through 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: _____

Instant Payments Services

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

Wells Fargo VantageSM ("Vantage")

Dual Custody

Vantage is our electronic banking platform that is accessed through the internet. The Vantage 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 Vantage security procedures to authenticate each Payment Order received through Vantage in your name. Our recommended Vantage security procedures also include dual custody for select, high-risk Instant Payments activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Single Custody with Secure Validation

Vantage is Bank's electronic banking platform that is accessed through the Internet. The Vantage 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 Vantage security procedures include dual custody for select, high-risk Instant Payments 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 Instant Payments activities. Instead, a single-use code is sent to an enrolled telephone number to confirm high-risk Instant Payments 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.

Wells Fargo Gateway (API)®

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

Wells Fargo VantageSM ("Vantage")

Wells Fargo VantageSM ("Vantage") is our electronic banking platform that is accessed through the internet. The Vantage 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 through 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).

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

Type of request	Customer (Biller) ID <i>(must be associated with the Vantage Company ID)</i>	Vantage User name	Vantage User ID	Role (select one)
☐ Add ☐ Change ☐ Delete				☐ View only (default) ☐ View and Authorize ☐ Customer (Biller) Administrator
☐ Add ☐ Change ☐ Delete				☐ View only (default) ☐ View and Authorize ☐ Customer (Biller) Administrator
☐ Add ☐ Change ☐ Delete				☐ View only (default) ☐ View and Authorize ☐ Customer (Biller) Administrator
☐ Add ☐ Change ☐ Delete				☐ View only (default) ☐ View and Authorize ☐ Customer (Biller) Administrator

Zero Balance Account (ZBA)

Request Type	Master Account	Child Account	Cycle	Target Balance
☐ Add ☐ 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
☐ Add ☐ Change				☐ Debit* ☐ Credit* ☐ Target ☐ Maximum			

*One-way Sweep

Level 3 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
☐ Add ☐ Change				☐ Debit* ☐ Credit* ☐ Target ☐ Maximum			

*One-way Sweep

Account Reconciliation (ARP) and Positive Pay Services

For the complete terms and conditions governing these services, see the Service Documentation including the TM Master Agreement and applicable Service Description(s). This set-up form supersedes any prior ARP and Positive Pay set up forms for the referenced account numbers.

Account reconciliation

Full account reconciliation

We use the daily check issuance data you provide to deliver a detailed statement and a variety of optional reports on paid and outstanding checks.

Partial account reconciliation

We provide a complete summary of your account activity for your account cycle.

Service	Type	Account number
Select an option	Select an option	

Positive Pay / Perfect Presentment / Positive Pay Only

Positive Pay Service¹ (requires Full or Partial Account Reconciliation service)

We systematically compare check information from checks presented for payment to the check issue data you provide and notify you of unmatched serial numbers and dollars.

Perfect Presentment Service¹ (requires Full or Partial Account Reconciliation service)

We systematically compare check information from checks presented for payment to the check issue data you provide and notify you of unmatched serial numbers and dollars.

Positive Pay Only¹

We systematically compare check information from checks presented for payment to the check issue data you provide and notify you of unmatched serial numbers and dollars.

¹ In the event you fail to decision items by your assigned daily cutoff time, the system will apply your exception default decision indicated below.

Service	Type	Account number (1 account per row)	Exception default decision
Select an option	Select an option		Select an option
Add more rows			Delete row

Payee Validation

Payee Validation Service (Requires Positive Pay, Positive Pay Only or Perfect Presentment)

Note: recommended as an additional layer of fraud protection to Positive Pay, Positive Pay Only and Perfect Presentment services. With Payee Validation, we systematically review the payee field to identify discrepancies between the payee information on a presented check and the payee information you provided for that check.

Service	Type	Account number
Payee Validation	Select an option	
Add more rows		Delete row

Reverse Positive Pay

Reverse Positive Pay

We provide paid check information to you to compare against your check issue records. You will timely notify us by the Decision Deadline of checks that should be returned. Items cashed at a Wells Fargo Branch cannot be returned. Return decisions for teller-cashed items will be rejected and reported in the Reverse Positive Pay End of Day Decision report.

Note: Teller Match service is recommended as an additional layer of fraud protection for Reverse Positive Pay. As checks are presented to be cashed or deposited at a Wells Fargo branch, ATM or mobile deposit, we compare the check to the check issue data you provide for approval.

Note: Payment Authorization services including Maximum Check Cashing Amount are recommended as additional layers of fraud protection for Reverse Positive Pay.

Service	Type	Teller Match	Account number (1 account per row)
Reverse Positive Pay	Select an option	Select an option	

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.

Acceptance of Services

- 1. Agreement to be Bound by Service Documentation.** By signing this Acceptance of Services ("Acceptance"), each customer identified on the signature block or, if applicable, on an attachment to this Acceptance ("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") in which Customer is enrolling. If Customer is enrolling in the Wells Fargo Developer Gateway, Customer's signature confirms it has received and agrees to be bound by the Wells Fargo Developer Gateway Terms of 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.
- 2. Power and Authority of Signer.** Customer has granted the person(s) signing this Acceptance the authority on Customer's behalf to (i) enter into this Acceptance and other agreements with Bank for Services on or after the Effective Date of this Acceptance and (ii) amend, terminate, or otherwise act on behalf of Customer with respect to this Acceptance 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 Wells Fargo VantageSM f/k/a Commercial Electronic Office[®] (CEO[®]). 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):

Printed Name of Authorized Representative
Signature
Date

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") formerly known as 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 15 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 York, without reference to its principles of conflicts of laws ("Governing Law").

13. Arbitration agreement. Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less

than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.

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 the Borough of Manhattan, New York City, in the State of New York 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 Signature Card

1. Account Title(s)

Account #1:	CoID(Internal Use):	Account #2:	CoID(Internal Use):
Title Line 1: (Customer's full legal name matching Customer's formation documents – 40 characters max.)		Title Line 1: (Customer's full legal name matching Customer's formation documents – 40 characters max.)	
Optional Account Title Lines (40 characters max per line.)		Optional Account Title Lines (40 characters max per line.)	
Title Line 2:		Title Line 2:	
Title Line 3:		Title Line 3:	
Title Line 4: (If applicable, enter DBA name on last available title line.)		Title Line 4: (If applicable, enter DBA name on last available title line.)	

2. Regulation GG Certification

Is the, Customer, or any entity for which the account will be maintained, engaged in the business of internet gambling?

- ☐ No, this entity is not engaged in the business of internet gambling.
- ☐ Yes, this entity is engaged in the business of internet gambling.

3. Account Signers

Signer #1
Printed name Signer role; please select one. If none selected, the default will be limited signer. Refer to section 4 for authority definitions. ☐ Limited Signer ☐ Authorized Signer Internal use only: CIS customer number for above signer:
Signer #2
Printed name Signer role; please select one. If none selected, the default will be limited signer. Refer to section 4 for authority definitions. ☐ Limited Signer ☐ Authorized Signer Internal use only: CIS customer number for above signer:
Signer #3
Printed name Signer role; please select one. If none selected, the default will be limited signer. Refer to section 4 for authority definitions. ☐ Limited Signer ☐ Authorized Signer Internal use only: CIS customer number for above signer:

4. Authorized Representative's Certification, Acknowledgement, and Agreement

By signing below, I certify that the Customer has designated each of the individuals named in Section 3 above as

a) a "Limited Signer" who is authorized, acting alone, to (i) sign checks drawn on the account(s) and (ii) instruct Wells Fargo with respect to stop payment order(s); or

b) an "Authorized Signer" who is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers between accounts on Business Online Banking, and (iv) perform other branch transactions in accordance with the customer's contractual arrangements with Wells Fargo.

Designating signers on the signature card does not authorize the signer to access Wells Fargo VantageSM f/k/a Commercial Electronic Office[®] (CEO[®]) or CEO[®] ("Vantage").

Wells Fargo may obtain credit reports or other information about the customer. Wells Fargo may disclose information about each account to its affiliates, to credit reporting agencies, and to other persons or agencies that, in Wells Fargo's judgement, have a legitimate purpose for obtaining the information.

I acknowledge that the Customer has received the Wells Fargo Commercial Account Agreement and agrees its terms and conditions, as amended from time to time, will govern the account(s).

Printed name	Position/Title
Signature	Date

5. Internal use only		
Banker name:	Banker phone:	Banker MAC:
AU:	RAU:	Officer #:
Submitter name:		Submitter phone:



Authorization Certificate

Deposit Accounts and Treasury Management Services

The undersigned hereby certifies to Wells Fargo Bank, National Association (Bank) that:

1. _____
(Account holder's complete legal entity/company name), a _____
(description of Account holder's business entity type)
("Customer"), has authorized the undersigned to make the certifications in this Certificate on Customer's behalf.

2. Each of the following individuals:

Name _____	Title _____	Country of permanent residence _____
Business phone number _____	Business email address _____	
Name _____	Title _____	Country of permanent residence _____
Business phone number _____	Business email address _____	
Name _____	Title _____	Country of permanent residence _____
Business phone number _____	Business email address _____	
Name _____	Title _____	Country of permanent residence _____
Business phone number _____	Business email address _____	
Name _____	Title _____	Country of permanent residence _____
Business phone number _____	Business email address _____	

- is referred to in this Certificate as an "Authorized Representative" with full authority, acting alone, to:
- a) enter into those agreement(s) that Bank requires regarding opening, operating, and closing deposit accounts for Customer at Bank (each, an Account) and enrolling in, using, and terminating Bank services including Bank's non-deposit sweep services used in connection with the Account(s) (each, a Service);
 - b) authorize all types of Account transactions, provided Bank has completed setting up the Authorized Representative for the Service that will be used to facilitate the transaction, and instruct Bank regarding Accounts and Services; and
 - c) designate individuals as additional Authorized Representatives.

3. This Certificate reflects actions duly taken by Customer in accordance with its governing documents. It revokes all prior Authorization Certificate(s) on file with Bank and shall continue in effect until Bank has received and had a reasonable time to act on Customer's written notice revoking it, which shall be effective only as to actions which are taken by Customer thereafter. Actions authorized in this Certificate but performed prior to its execution are approved and ratified.

Certified to:

By/Signature: _____

Printed name: _____

Title: _____

Date: _____

Tax Identification Number of Customer: _____
(TIN of the Customer as assigned by the IRS.)

Commercial Depository Service Description

Treasury Management Services

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

- Commercial Depository
- SafeVantage®

The Service Documentation includes:

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

The separate 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 on Wells Fargo VantageSM formerly known as Commercial Electronic Office® or CEO® ("Vantage"). 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.

Commercial Depository Service

1. **Description of Service.** With the Service, you may:
 - a. Order Cash we prepared and make such Cash available to your Agent at our cash vault, and
 - b. Deliver currency, coin, checks and other negotiable instruments to our cash vault or Night Depositories for processing.
2. **Cash orders from our cash vault.**

- a. **Cash Requests.** You may make a Cash Request of a Cash Shipment. The Cash Shipment will be made available to your Agent in Cash Bags at our cash vault. We are authorized to act upon any Cash Request we receive in accordance with this Service Description, and which we believe in good faith has been made by one of your Authorized Representatives. We will have no obligation to verify, and will not be liable for our failure to verify or investigate, any Cash Request.
- b. **Making Cash available to your Agent.** We are authorized to make Cash Shipments available to any person we in good faith believe to be your Agent. We will have no further responsibility, and you assume all risk of loss for Cash made available to any such person. We will make Cash Shipments available only at the locations, on days, and during the hours published by us from time to time. We reserve the right to suspend the Service at any time without notice.
- c. **Your Authorized Representatives.** You will promptly certify to us the identity of each Authorized Representative. You will give prior written notice to us of any change in the authority of any Authorized Representative. We will be fully protected in relying on each such notification and on your obligation to promptly notify us of any change in the status of the Authorized Representative. We will have a reasonable period of time to act after receiving such notification.
- d. **Security procedures.** For requests made in writing or by fax, operator-assisted telephone call or transmission, a Customer ID assigned by us is required. For Vantage requests, you must have Log-On Credentials. For touch-tone/automatic response telephone requests, a Passcode is required. Operator limits may also be required. It is your responsibility to establish internal procedures that will minimize the risk of an unauthorized person gaining access to the Customer ID, Log-On Credentials and Passcode(s). Such internal procedures include without limitation requiring users to maintain such number(s) and code(s) in strict confidence. You will notify us immediately in the event a breach of security is suspected.
- e. **Debit of Account.** On each Business Day that we make a Cash Shipment available to your Agent, we are authorized to debit your Account for the aggregate amount of the Cash Shipment. You will maintain collected balances in the Account sufficient at all times to fully cover any debit. We have no obligation to release a requested Cash Shipment or any portion thereof to your Agent unless there are sufficient collected funds in the Account to fully cover the amount of the Cash Shipment when it is to be made available to your Agent. If you fail to specify your Account to us, we may debit any account which you maintain with us for the amount of a requested Cash Shipment.
- f. **Packing slip; differences in shipment amount.** A packing slip will be included with each Cash Shipment which states:
 - i. The aggregate amount of the Cash Shipment,
 - ii. The overall number of containers included in the Cash Shipment, and
 - iii. The number of containers delivered to your Agent for transmittal to you.

For each Cash Shipment we make available to your Agent, you will notify us immediately in writing of any difference between the amount specified on the packing slip for that Cash Shipment and the amount, as counted by you, of the Cash Shipment. In the event that the difference cannot be resolved, our count of the amount of the disputed Cash Shipment will be conclusive and binding on you.

3. **Cash vault processing.** The following procedures will govern delivery of Deposit Shipments to our cash vault locations and our processing of such Deposit Shipments:
 - a. **Delivery by your Agent.** You will deliver Deposit Shipments in Deposit Bags to one of our cash vaults via your Agent. You are responsible for making all arrangements with your Agent for delivery of Deposit Shipments, and you assume all risk of loss while a Deposit Shipment is in the possession of your Agent. We may accept Deposit Shipments from any person we believe in good faith to be your Agent. The delivery of a Deposit Bag to us or our receipt of it on a manifest will not be deemed proof of our receipt of the contents listed on the deposit slip contained in the Deposit Bag or your records. We will have no responsibility for any Deposit Bag or its contents delivered to one of our cash vaults until we accept the Deposit Bag in accordance with our procedures and we count the contents of the Deposit Bag.
 - b. **Delivery procedures.** When you deliver a Deposit Shipment to our cash vault, you agree you (and/or your Agent) will do the following:
 - i. Deliver Deposit Bags only at the locations, on the days, and during the hours published by us from time to time,
 - ii. Properly endorse all checks and other negotiable instruments included in a Deposit Shipment,
 - iii. Use only Deposit Bags approved by us that are properly secured,

- iv. At the time of delivery, your Agent will provide us with a delivery manifest which specifies the number of Deposit Bags you included in the overall shipment delivered to us, as well as the contents of each Deposit Bag,
- v. Obtain the signature of our employee who accepts delivery on that portion of the delivery manifest which your Agent retains, and
- vi. Retain a copy of the receipt or other document covering each Deposit Bag you deliver to your Agent for at least one year from the date of delivery.

You agree you will only use Deposit Bags for the deposit of Items. You will not use Deposit Bags in any unauthorized manner or for any unlawful purpose. As to any property other than Items included in a Deposit Bag, we will not be deemed a bailee and will have no liability for any loss of or damage to such property.

- c. **Cutoff Time; Account Deposits.** If a Deposit Shipment is received at one of our cash vaults on a Business Day before the Cutoff Time for that cash vault, the total amount of the deposits in such Deposit Shipment will be credited on that Business Day to the Account specified on the deposit slip for that Deposit Shipment. If a Deposit Shipment is received at a cash vault on a Business Day after the Cutoff Time, the total amount of the deposits in that Deposit Shipment will be credited to the Account on the next succeeding Business Day. We will not deposit any Items received in any Deposit Shipment unless the account number of the Account into which the deposit is to be made is specified on the deposit slip for that Deposit Shipment.
- d. **Processing of Deposit Shipments.** You authorize us to open each Deposit Bag, count the contents, credit the amount of Items to the Account with us indicated on the deposit slip contained in the Deposit Bag and process, all in accordance with our customary procedures. All deposits are subject to verification, and our count of the Items will be conclusively deemed to be correct and complete for all purposes. No relationship of debtor and creditor will arise between you and us until the count has been completed and the deposit credited to the Account. You acknowledge that you have had an opportunity to have our applicable count and verification procedures explained to your Authorized Representative and agree that the same will be deemed commercially reasonable.
- e. **Adjustment procedures.** If the aggregate amount of the Items in any Deposit Shipment, as counted by us, is less than the amount reported on the deposit slip covering that Deposit Shipment, we will debit the Account specified on the deposit slip by such difference and report the difference to you. If that Account has an insufficient collected and available balance to cover the debit, we will debit any of your other accounts with us for the difference. You agree to promptly reimburse us for the difference (or any portion thereof) for which there are insufficient available balances in your accounts with us. If the aggregate amount of the Items in any Deposit Shipment, as counted by us, is more than that reported on the deposit slip covering the Deposit Shipment, we will credit the Account specified on the deposit slip for the difference and notify you.

4. **Night Depository delivery and processing.** The following procedures will govern Night Deposits, and our processing of Night Deposits:

- a. **Night Depositories; issuance of keys.** You may make Night Deposits to your Account by placing the Items to be deposited into a Night Bag and then placing the Night Bags in the Night Depository. Each of your offices listed on the Night Depository Set-up Form will receive one key to the Night Depository at a designated Branch. You will designate to us in writing the individuals to receive the key for each of your offices. We may require such individuals to sign a receipt for the keys they receive.
- b. **Contents of Night Bags; deposit of Night Bags.** You agree that Night Bags will be used only for the deposit of Items, and will not be used in any unauthorized manner or for any unlawful purpose. If any property other than Items is included in a Night Bag, we will not be deemed a bailee and will have no liability for any loss of or damage to such property. Each Night Bag must contain one or more deposit slips which:
 - i. Lists all the Items contained in that Night Bag and their total dollar amount, and
 - ii. Identifies your Account to which the dollar amount of the deposit is to be credited.

At the time each Night Bag is placed in a Night Depository you agree to securely close each Night Bag, place it completely in the Night Depository and securely lock the Night Depository.

- c. **Processing of Night Deposits.** We may open each Night Bag and remove its contents without you or any of your representatives present. The contents of each Night Bag will be processed in accordance with our standard procedures. The Cutoff Time for deposits made through the Night Depository may be different from that for deposits made at the teller line. You understand and agree that the contents of a Night Bag will not be credited to the Account, nor will the relationship between you and us be that of a debtor to a creditor with respect to any Item in a Night Bag, until we have accepted the Item for deposit into the Account after counting all the Items in the Night Bag and calculating the total dollar amount of all such Items.

- d. **Counting and adjustments.** If your records regarding the total dollar amount of the Items in any Night Bag differ from our calculation of the total dollar amount of the Items in the Night Bag, you have the burden of proving that your records show the correct amount in the Night Bag or our total will be accepted as final. If there is a difference between our total and your total for the amount of Items in a Night Bag (as shown on the deposit slip(s) in the Night Bag), we will send you a statement indicating the amount of the difference. In the event that the difference cannot be resolved, our count of the dollar amount will be conclusive and binding on you.
 - e. **Claims of lost or stolen Items.** You agree that you will have total responsibility for each Night Bag and its contents until the Night Bag has dropped completely into a Night Depository. You agree to notify us immediately if you determine that any Night Bag or any Item in a Night Bag has been lost or stolen while at one of our Branches. You will have the burden of proving the amount of any Item which you claim was lost or stolen while it was at a designated Branch and that disappearance of the Item occurred while it was at the designated Branch.
5. **Special instructions.** You may notify us in writing of any special instructions relating to cash orders or deposits of Items at our cash vault or Night Depositories. We may at our option accept or reject the instructions and so notify you. Even if accepted, we may stop complying with the instructions upon prior notice to you if we believe continued compliance would increase our costs or risks, interfere with our established or revised procedures, or diminish the efficiency of our operations. You will be solely liable for any loss attributable to increased risk resulting from a special instruction.
 6. **Further assurances.** You agree to do all acts we may consider reasonably necessary or desirable to implement and carry out the intent of this Service Description. You agree to provide us with information we request regarding any Deposit Shipment, including any information necessary to file a Currency Transaction Report and to determine the source of any Cash or Items in a Deposit Shipment.
 7. **Representations and warranties.** To be eligible to make Deposit Shipments at a cash vault or Night Depository, you represent and warrant to us at the time of the delivery of each Deposit Shipment that:
 - a. **Deposits for own account.** You make Deposit Shipments for your sole account and do not directly or indirectly make any Deposit Shipments on behalf of any other party, unless you have previously disclosed such party to us and we have approved such party in writing, in our sole discretion.
 - b. **No deposits from outside the United States.** You do not make Deposit Shipments from any source known, or which upon reasonable inquiry would be known to you, to be outside the United States.
 - c. **No business as a foreign exchange house.** You do not conduct any business, whether in whole or any part, as a foreign exchange house including, without limitation, as a Casa de Cambio.
 8. **Contaminated Cash.** You agree not to send contaminated or damaged Cash to our cash vaults unless you or our Agent has prepared such Cash in accordance with the Federal Reserve Banks' applicable specifications and procedures.
 9. **Termination of Services.** We may immediately terminate this Service in whole or in part in the event of your breach of any representation or warranty in section 7 (Representations and warranties). Otherwise, we may terminate this Service upon sixty (60) days prior notice to you.
 10. **Survival.** Sections 2(e), 2(f), 3(d), 3(e), 4(d), 4(e), 6 and 9 will survive termination of this Service.

SafeVantage® Service

1. **Description of Service.** We make the SafeVantage Service available to you in connection with the Commercial Depository Service described above in this Service Description. With the SafeVantage Service, we will provide provisional expedited credit to you for the Cash currency properly deposited into the Equipment's currency acceptors. Following our receipt of a Safe Report, we will provide provisional expedited credit to your Account in the total amount set forth in such Safe Report. Credits will only be applied on Business Days in accordance with the SafeVantage Setup Form. Currency and other Items inserted using the manual envelope drop of the Equipment will not receive provisional expedited credit, and will be processed and credited in accordance with the cash vault processing procedures for the Commercial Depository Service, as described above in this Service Description.
2. **Conditions to provision of our SafeVantage Service.** As conditions to our provision of the SafeVantage Service:
 - a. You must enter into a Vendor Agreement,
 - b. We must agree that the Equipment is suitable and compatible, in our sole discretion, for the SafeVantage Service, and

- c. You must agree to use the Equipment in accordance with the Vendor Agreement and as instructed by us as necessary from time to time in connection with the SafeVantage Service.

You acknowledge that we are not providing the Equipment and have no obligation or liability with respect to the Equipment or any service related thereto other than the SafeVantage Service.

- 3. **Ownership of Cash.** You agree that Wells Fargo-Owned Cash is our Cash currency and will not at any time be your property or the property of any other person, including your Agent. No person, other than us and our Representatives, shall have any possessory or ownership rights to Wells Fargo-Owned Cash under Section 362 or Section 541 of the U.S. bankruptcy code. You shall take all actions necessary, and all additional commercially reasonable actions that we request to ensure and evidence that Wells Fargo-Owned Cash remains our sole and exclusive property. You agree that neither you nor your Agent will commingle Wells Fargo-Owned Cash with Cash currency owned by another financial institution or any other person.
- 4. **Access to Cash.** You agree that physical access to Wells Fargo-Owned Cash will be restricted to:
 - a. Your Agent solely for the purpose of performing services in accordance with the Vendor Agreement, and
 - b. If applicable, a maintenance service provider solely for the purposes of providing routine maintenance services or repairs on the Equipment.

You agree that we will, at all times, have control and immediate access to all Wells Fargo-Owned Cash by having : (1) the ability to recall any of the Wells Fargo-Owned Cash the same Business Day as the day of the request; and (2) unfettered and immediate access to the Wells Fargo-Owned Cash upon your financial distress as determined in our sole discretion. You agree to fully cooperate with us and our representatives in connection with our access to Wells Fargo-Owned Cash, including instructing your Agent to deliver Wells Fargo-Owned Cash to one of our cash vault locations if and as requested by us. You release us and our representatives (including without limitation any armored carrier engaged by us) from any and all Losses arising out of or related to our representative acting on our request or direction to access Wells Fargo-Owned Cash on our behalf and/or to deliver the Wells Fargo-Owned Cash to us, except to the extent any Losses arise from the gross negligence or willful misconduct of our representative. Our representative shall be a third party beneficiary of the release described above in this section.

- 5. **Risk of loss.** You are responsible for all risk of loss and liability for Wells Fargo-Owned Cash that is not at one of our cash vault locations, including but not limited to loss, damage or contamination of Wells Fargo-Owned Cash, theft or destruction of Wells Fargo-Owned Cash, malfunction of the Equipment or you, your Agent's or any of your representative's negligence or willful misconduct.
- 6. **Adjustments.** If the total amount of the Cash currency processed and verified for a Safe Report is less than the amount reported for such Safe Report, we may debit the Account without notice to you. If the Account has insufficient funds to cover the debit, we may debit any of your other accounts with us for the difference, and you agree to promptly reimburse us for the difference (or any portion thereof) upon our demand, without setoff or counterclaim. If the total amount of the Cash currency processed and verified for a Safe Report is more than the amount reported on such Safe Report, we will credit the Account for the difference without notice to you. If your Vendor Agreement provides any guarantees or other protection for the contents of the Equipment including Cash currency deposited through the currency acceptors, we reserve the right to require you to file a claim with such vendor before making any claim against us.
- 7. **Reimbursement.** Unless it results solely from our negligence or willful misconduct, you will reimburse us for Losses we incur from (a) providing the SafeVantage Service to you in accordance with this Service Description, or (b) an action you ask us to take in connection with the SafeVantage Service and this Service Description. You authorize us to recover any such amount by debit to your accounts with us or our affiliates.
- 8. **Contaminated Cash.** You agree not to send contaminated or damaged Cash to our cash vaults unless you or our Agent has prepared such Cash in accordance with the Federal Reserve Banks' applicable specifications and procedures.
- 9. **Survival.** Sections 3 - 7 will survive the termination of the SafeVantage Service.
- 10. **Notice.** You agree to provide us immediate notice of any default or breach of the Vendor Agreement by you or the vendor or termination of the Vendor Agreement.

11. **Termination.** Either party may terminate the *SafeVantage* Service in accordance with the terms of the Master Agreement. In addition, if the Vendor Agreement is terminated for any reason, the *SafeVantage* Service will automatically terminate, unless otherwise agreed by you and us.

Glossary

Account Agreement means the applicable account agreement governing your Account.

Agent means an armored car service approved by us or, in Alaska only, the U.S. Postal Service, in each case, acting as your agent.

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

Authorized Representative means (a) any person you authorize us to communicate with regarding authorization codes or other security procedures for this Service; (b) your Agent authorized to accept delivery of Cash; and (c) where applicable, the persons who are authorized users of this Service.

Branch means one or more of our branch locations listed on our Night Depository Set-up Form.

Business Day means every day except Saturday, Sunday and federal holidays.

Cash means U.S. denominated currency and coin.

Cash Bag means bags or other containers into which Cash Shipments are placed.

Cash Request means a request you make to us in writing, telephonically by operator-assisted call or by touch tone/automated response, or electronically by transmission, fax, or Vantage for a Cash Shipment in the amount you specify.

Cash Shipment means shipments of Cash in Cash Bags in accordance with this Service Description.

Currency Transaction Report is defined in the regulations implementing the Currency and Foreign Transactions Reporting Act of 1970, as amended from time to time.

Customer ID is a unique identifier given to you by us for each of your locations enrolled in the Service.

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

Deposit Bag means bags or other containers into which Deposit Shipments are placed.

Deposit Shipment means your delivery of Items in accordance with this Service Description.

Equipment means certain units of safes provided by vendors, in each case, acceptable to us.

Items mean, collectively, Cash, checks and other negotiable instruments properly endorsed by you.

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.

Night Bag means disposable bags used for Night Deposits.

Night Deposit means your delivery of Items to our Night Depositories in accordance with this Service Description.

Night Depository means the night depository receptacle at one of our Branches.

Night Depository Set-up Form means the form required to be completed to receive key(s) to access the Night Depository.

Passcode means a code established to access our Telephony Interface Unit via the telephone number we provide to you.

Safe Report means a transmission report from any unit of Equipment stating the amount of Cash currency inserted into the Equipment's currency acceptors.

Vendor Agreement means a valid and binding agreement with a vendor, acceptable to us, for the provision of the Equipment.

Wells Fargo-Owned Cash means all Cash currency located in the Equipment and the amount of Cash currency removed from the Equipment for delivery to us by your Agent, in each case, for which we have given you provisional expedited credit.

Check Collections Service Description

Treasury Management Services

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:

- Returned Items Service
- Wells Fargo Remote Deposit Capture 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 your account 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
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The separate 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 on Wells Fargo VantageSM formerly known as Commercial Electronic Office[®] or CEO[®] (hereinafter, "Vantage"). 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.

Returned Items Service

1. **Description of service.** This Service includes:

- a. Special Instructions regarding the handling of your Returned Items (section 2),
- b. Returned Item Decisioning through Vantage(section 3),
- c. Electronic Returns through which we submit your Returned Items as RCK entries in accordance with the ACH Rules (section 4),

- d. Centralized Return Processing through which we process your Returned Items as your centralized return processor (sections 5),
- e. Returned Item Forwarding through which we forward Returned Items you receive on your Accounts to your centralized returns processor (section 6), and
- f. Returned Item Service Fee Recovery through which we issue MICR drafts to recover service fees you charge your customers in connection with Returned Items (section 7).

We will provide the Returned Item Service to you in accordance with the Service Documentation, including the User Guide for the Service that we make available to you, and Applicable Law.

2. **Special instructions.** We will process your Returned Items in accordance with any special instructions you communicate to us from time to time as described further in the User Guide for the Service.
3. **Returned Item decisioning; Access to images.**
 - a. **Returned Item decisioning.** If you elect this Service option, you can send us processing instructions through Vantage for Returned Items we received before the applicable Cutoff Time each Business Day. Each message related to the processing of a Returned Item (your "Decisioning Instruction") must be received by us by the decisioning Cutoff Time each Business Day. If we do not receive your Decisioning Instruction by the decisioning Cutoff Time, we will handle the Returned Item in accordance with your Default Instruction. "Default Instruction" means your election for us to take one of the following actions for a Returned Item, as specified in your Set-Up Form for the Service:
 - i. "Redeposit," meaning we redeposit the Returned Item, or
 - ii. "Chargeback," meaning we chargeback the Returned Item to one of your accounts in accordance with section 9 below.
 - b. **Access to images.** If you elect this option, we will make images of Returned Items available to you through Vantage or other channels or transmission methods you and we agree to. These images are retained for the time period set forth in our retention policy for the Service.
4. **Electronic returns.** If you elect this Service option, we will submit RCK entries for your Returned Items that we have determined (using a data-based decisioning method) qualify as RCK entries under the ACH Rules.
 - a. **Warranties.** The ACH 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 we incur any liability for breaching these warranties, you will reimburse us and not hold us responsible or liable.
 - b. **Rejected entries.** The financial institution on which a Returned Item was drawn may reject any RCK entry without liability to us. In the event any RCK entry submitted on your behalf is rejected by the ACH for any reason and we have sufficient data to permit us to repair the RCK entry, we will make the repair. Upon our request, you will provide us with all information necessary to repair any RCK entry or file of RCK entries.
 - c. **Provisional credit.** Any credit to your 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, you will immediately deposit with us sufficient funds to cover the returned RCK entry or adjustment memorandum. You authorize us to debit the Account or any other accounts you maintain with us for the amount of any returned RCK entry or adjustment memorandum.
5. **Centralized check return.** If you elect this Service option and it is available to you, we will process Returned Items from your Account and accounts with other financial institutions with which you arrange for us to provide this Service.
 - a. **Centralized return endorsement.** You will place a Centralized Return Endorsement on the back of each check or other Item you intend to deposit with a financial institution other than us that, upon dishonor, you wish to have returned to the Account you designate for this Service. Upon your request, we will supply you with an endorsement stamp or examples of endorsement stamps that satisfy the requirements of this section.
 - b. **Relation of multiple endorsements.** You agree that the Centralized Return Endorsement:
 - i. Is in addition to and not in place of the endorsement placed on an Item by the depository bank,
 - ii. Could obscure, in whole or in part, the endorsement placed on the Item by the depository bank, and
 - iii. Could be obscured by, in whole or in part, the endorsement placed on each deposited Item by the depository bank.
6. **Returned item forwarding.** If you elect this Service option:

- a. You will notify us of the financial institution you choose as your centralized return processor,
 - b. You will place your Centralized Return Endorsement identifying your centralized return processor on the back of each check or other Item you deposit to your Account that, upon dishonor and subsequent receipt by us, you want us to forward to your centralized return processor, and
 - c. We will forward the Returned Items that we receive to your centralized return processor.
7. **Returned Item service fee recovery.** If you elect this Service option, Wells Fargo may issue a MICR draft on the account of the issuer of a Returned Item in the amount that you and we separately agree will be your Returned Item service fee.
 8. **Delayed returns.** Under Applicable Law, 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 us or to the actual depository bank and there could be a significant delay in our receipt of a Returned Item. You, not us, are solely responsible for any and all Losses that may arise in connection with any delay in the return of any Returned Item under this Service Description, including any Item to be returned to your centralized return processor under section 5.
 9. **Chargebacks.** We may chargeback a Returned Item to any account you maintain with us without regard to whether the Returned Item was initially deposited to your Account or at another financial institution.
 10. **Representations and warranties.** You represent and warrant to us and agree as follows:
 - a. **Authorization.** The issuer of any Returned Item has authorized you to represent the Returned Item electronically and that authorization is legally sufficient under Applicable Law.
 - b. **Representment/Returned Item fees.** You acknowledge that the ACH 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 the related fees. You agree that each Item you deposit to your Account 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.
 - c. **Returned Item service fees.** You have properly disclosed to all your customers that you charge a service fee for Items returned unpaid for any reason as described in section 7.
 11. **Indemnification.** You will indemnify, defend, and hold us and our Representatives harmless from Losses arising directly or indirectly from or related to:
 - a. Any material breach in any of your representations, warranties and agreements contained in this Service Description,
 - b. The violation of any Applicable Laws in the performance of your obligations under this Service Description,
 - c. A breach of any warranty we make under the ACH Rules in connection with our Electronic Returns Service option as described in section 4,
 - d. Any action you ask us to take in connection with this Service, except to the extent that any such Losses are directly caused by our gross negligence or willful misconduct, and
 - e. A delay in the return of any Item deposited to your account at another financial institution as described in section 8.
 12. **Survival.** Sections 4, 8, 9, 10 and 11 of this Service Description will survive termination of the Service.

Wells Fargo Remote Deposit Capture Service

(Wells Fargo Electronic DepositSM, Desktop Deposit[®], and Mobile Check Deposit)

1. **Description of service.** With this Service you can create Electronic Checks from eligible paper checks and transmit the Electronic Checks (and where applicable an Electronic File) to us to deposit in your Account in accordance with the Service Documentation. For each Electronic Check we determine is eligible for processing, we will:
 - a. Include the Electronic Check in an electronic file for presentment directly or indirectly to the Paying Bank,
 - b. Post or present any Electronic Check for which we are the Paying Bank, or
 - c. Create a Substitute Check (as defined in the applicable Account Agreement) that we will present directly or indirectly to the Paying Bank.

2. **Creating Electronic Checks.** To create Electronic Checks (and where applicable send us Electronic Files), you will use hardware and software capable of creating Electronic Checks that meet our standards and specifications. We will review each Electronic Check and process the Electronic Checks we determine are eligible for processing:
 - a. On the Business Day you transmit the Electronic Checks (or if applicable, your Electronic File) to us, if we received the Electronic Checks before the Cutoff Time, and
 - b. On the next Business Day if you transmit the Electronic Checks (or if applicable, your Electronic File) to us after the Cutoff Time.

3. **Exception Checks.** Our User Guide for this Service lists eligible U.S. Dollar checks (as well as ineligible checks). We may, without liability to you, reject Electronic Checks we determine are ineligible for this Service or that Applicable Law prohibits us from accepting through this Service (an "Exception Check"). We will notify you of each Exception Check through Vantage or other communication channel. You will deposit an Exception Check to your Account only by depositing the corresponding original paper check or as otherwise agreed between you and us.

Even if we do not identify an Exception Check during processing, a Substitute Check may be returned to us because the Paying Bank determines it is not eligible. Our failure to identify an Exception Check will not limit your obligations to us under section 7.

4. **Deposits to your account.** We will be deemed to have accepted each Electronic Check (other than any Exception Check) for deposit to your Account (a) on the Business Day we process the Electronic Check (b) at our office where your Account is maintained. Funds from these Electronic Checks will be made available as provided in our Funds Availability Policy applicable to your Account and will be deemed to be collected as set forth in our Electronic Deposit Collected Funds Schedule. We will provide these documents (as amended from time to time) to you upon request.

Any check you deposit that is returned to you may be returned in the form of a Substitute Check. If we receive a notice of nonpayment from Paying Bank for an Electronic Check or Substitute Check presented for payment, we have no obligation to provide this notice to you or your customers.

5. **Third-party processors.**

- a. **General.** You are a "third-party processor" when you use this Service either to (a) create and process an Electronic Check on behalf of your customer or (b) process an Electronic Check one of your customers has created and transmitted to you.
- b. **Customer due diligence.** Before acting as a third-party processor for any customer, you will conduct due diligence appropriate to the type of customer (consumer or business). As part of your due diligence, when a customer opens an account with you, you will obtain the customer's name, Taxpayer Identification Number, and address. In addition, you will comply with any obligations under Applicable Law for:
 - i. Establishing and maintaining a Customer Identification Program and an Anti-Money Laundering Program,
 - ii. Establishing and maintaining written procedures reasonably designed to identify and verify beneficial owners of legal entity customers and to include such procedures in your Anti-Money Laundering Program, and
 - iii. Suspicious activity monitoring and reporting.
- c. **Customer agreements.** You will also enter into an agreement with each of your 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 you make to us in this Service description,
 - iii. An acknowledgement that we 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 your request, will provide you the information you require to understand the nature of the customer's business.
- d. **Risk parameters; ongoing monitoring.** For each of your customers, you will use reasonable commercial standards to monitor the customer's deposits for suspicious activity including out-of-pattern, duplicate and suspicious Electronic Checks on an ongoing basis. You will take appropriate actions with respect to the customer's account, up to and including refusing to process Electronic Checks for the customer and/or preventing the customer from transacting on its account(s) with you. We will establish and maintain confidential internal risk parameters for your Electronic Checks but you are solely responsible for monitoring your customer's Electronic Checks.

6. **Your representations and warranties.** You represent and warrant to us and agree that you will:
- a. Use this Service only for eligible paper checks payable to or endorsed for deposit by you or your customers (unless we expressly agree otherwise),
 - b. Transmit to us only Electronic Checks eligible for processing including legible Electronic Checks containing machine-readable MICR data,
 - c. Not transmit to us any Electronic Check that duplicates an Electronic Check previously transmitted to us or that did not originate as an eligible paper check,
 - d. Ensure that each original paper check for which you or one of your customers has created an Electronic Check is securely retained and then securely destroyed (including all nonpublic personal information on the original paper check) and properly secure all hardware you use in connection with this Service,
 - e. Not transmit to us, deposit to your Account, or otherwise negotiate any original eligible paper check for which you have transmitted an Electronic Check to us, unless we have notified you that the Electronic Check is an Exception Check, and
 - f. If you use an agent to create Electronic Checks and/or transmit your Electronic Files to us, you will ensure your agent transmits only Electronic Checks payable to you, unless we expressly agree to permit the agent to include Electronic Checks payable to multiple customers of ours.
7. **Indemnification.** You will indemnify, defend, and hold us and our Representatives harmless from and against all of our Losses arising directly or indirectly from or related to:
- a. Any negligent or intentional act or omission by you in the performance of your obligations under this Service description including breaching your obligation under section 6(d) above, in which event Losses will include consequential damages,
 - b. Any material breach in your representations, warranties, covenants, or obligations in this Service description,
 - c. Us acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of Substitute Checks, in which event Losses will include consequential damages,
 - d. Us posting or presenting an Electronic Check for which we are Paying Bank or presenting an Electronic Check to the Paying Bank for payment,
 - e. The transfer or return of an Electronic Check or an Electronic Returned Check on your behalf,
 - f. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
 - g. 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
 - h. 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:
 - i. The electronic image or electronic information of the electronically-created item 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 electronically-created item or to the payee stated on the item, and
 - iii. 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.

8. **Termination.** In addition to our rights to suspend or terminate Services under the Master Agreement, we may suspend or terminate this Service immediately upon notice if we determine in our sole discretion that you have breached any of your obligations under sections 6 or 7 of this Service description.
9. **Additional controls.**
- a. **General.** We may upon reasonable prior notice to you to:
 - i. Mandate specific internal controls at your locations,
 - ii. Periodically audit or require audits of your RDC operations including your IT infrastructure at your expense, and
 - iii. Request additional information about you.
 - b. **Your internal controls.** You will establish internal controls related to your RDC operations. Upon reasonable request, you will provide us with information about your internal controls and will work in good faith with us to resolve any concerns that that we have regarding these controls.
 - c. **Your consumer complaints.** With reasonable prior notice to you, you will provide us with information about consumer complaints you receive relating to your RDC product ("consumer complaints"), including:
 - i. Your procedures for handling consumer complaints,
 - ii. The number of consumer complaints you received in the prior calendar quarter, and
 - iii. The current status of each consumer complaint.
10. **Survival.** Sections 6 and 7 of this Service Description will survive termination of the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

ACH means the Automated Clearing House.

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

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.

Centralized Return Endorsement means a special endorsement on a Returned Item which (a) includes 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, (b) to the extent possible, conforms to applicable formatting specifications, and (c) is more prominent than the endorsement of the actual depository bank.

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

Electronic Check means an electronic image of, and electronic information derived from a paper check.

Electronic File means the electronic file you (or your vendor) create and send us when transmitting Electronic Checks using the Wells Fargo Electronic Deposit Service.

Electronic Returned Check means an Electronic Check derived from a paper returned check.

Item is defined 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).

Paying Bank means the bank on which the original paper check to which the Electronic Check relates is drawn or through which the original paper check is payable.

Master Agreement means the Master Agreement for Treasury Management Services.

RCK entry is defined in the ACH Rules.

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

Returned Item means an Item that is returned to us unpaid after you deposit it to your Account.

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

Service Documentation is defined in section 1 of the Master Agreement.

Electronic Receivables Service Description

Treasury Management Services

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:

- E-Bill Express service
- E-Box[®] service
- Integrated Receivables
- Receivables Manager 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 your account 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
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The separate 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 online banking platform. 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.

E-Bill Express service

1. Description of Service. With this Service:

- a. You can make electronic bills available to your Customers through the Website,
- b. Customers make payments to you through the Website and other Payment Channels (see section 2) and using the Payment Methods (see section 3) offered in connection with the Service,
- c. We credit the Customer payments to your Account, and
- d. We offer electronic reporting options relating to your bills and your Customers' payments received through the Service (see section 4).

The specific features for the Service we will provide you, are detailed in the Statement of Work (SOW) to which you and we agree separately.

2. **Payment Channels.** The "Payment Channels" we offer to you are detailed in our User Guide for the Service and include the Website, telephone, and an optional Interactive Voice Response (IVR) Payment Channel.
 - a. We maintain the Website through which Customers may make payments to you.
 - b. With the telephone Payment Channel, a Customer arranges for a payment by calling you at a telephone number you maintain. For all Customer payments made through the telephone Payment Channel, you are required to enter information about the payment at the administrative portal for the Service.
 - c. With the IVR Payment Channel, we maintain a specific toll-free number for you and custom to you branded greeting and prompts.
3. **Payment Methods.** The "Payment Methods" you may make available to your Customers are detailed in our User Guide for the Service and include debit and credit cards and electronic payments through ACH.
 - a. If you will accept debit and credit card payments, the Service Documentation includes the Merchant Payment Solutions Service Description.
 - b. For ACH payments, the Service Documentation includes the ACH and Related Services Service Description. In the event of a conflict, this Service Description will control over the ACH and Related Services Service Description.
 - c. We may withdraw a Payment Method available for the Service at any time.
4. **Information reporting.** We make information and reporting about your bills and Customers' payments available to you through the administrative portal on the Website or automated transmission file.
5. **Verification.** We will not verify the accuracy of your bills or your Customers' payment amounts made through any Payment Channel.
6. **Your privacy policy.** You will provide us with any URL(s) you host for our use at the Website. The URLs you provide will direct Customers to your then-current privacy policy and terms of use. You will maintain current versions of your privacy policy and terms of use.
7. **Licensed Marks.** You grant to us a license to use the service marks, trademarks and or logos listed on the SOW (each, a "Licensed Mark") on the Website. We will not modify a Licensed Mark without your prior written consent. The term of this trademark license will be the same as the term set forth in the Master Agreement, unless either party provides written termination in accordance with this Section 4 of the Master Agreement. Either party may terminate this license at any time, with or without cause, upon notice to the other. Upon termination or expiration of this license, we will discontinue use of all Licensed Marks.
8. **Representations and warranties.** You represent and warrant to us that:
 - a. You will issue each bill only for products or services actually provided to the billed Customer and will retain each bill for a minimum of one year from the date of the bill,
 - b. The billed amount will be the actual amount charged to the billed Customer for such products or services,
 - c. You are the sole owner of each URL you provide to us pursuant to Section 7 and each Licensed Mark,
 - d. You will maintain current versions of your privacy policy and terms of use at the URLs provided to us, and
 - e. You have received a copy of Federal Reserve Board Regulation E and will comply with it at all times.
9. **Survival.** Section 8 will survive termination of the Service.

E-Box[®] service

1. **Description of service.** With this Service:
 - a. We provide you with information about payments your Customers make to you ("Remittance Information") through online bill payment services and other payment channels described in our User Guide for the Service,
 - b. We process Customer payments for credit to your Account, and

- c. We provide information reporting ("Remittance File") on your Payments through our separate Receivables Manager Service. The specific processing services we will provide to you are detailed in the BRD to which you and us agree to separately.
2. **Research and decisioning.** We will make available to you a decisioning tool where you can view all payments, make decisions on exception items, perform payment research, and return payments.
3. **Unfunded payments.** We will process Payments for which we have received Remittance Information but not funding in accordance with the BRD.
4. **Account credit.** Each Business Day, we will credit your Account for Funded Payments through a consolidated ACH credit Entry. We originate each credit Entry in accordance with the ACH Rules.
5. **Service requirement.** In order to enroll in the Service, you will also have to enroll in our Receivables Manager Service.

Integrated Receivables service

1. **Description of Service.** With this information reporting Service, we apply programmatic rules and logic, configured with your input, to create and transmit to you electronic files (each, a "Posting File") containing the details of matches between credits to your Accounts made by your payers through ACH, wire transfer, or check (each, a "Payment") to your eligible Wells Fargo deposit accounts enrolled in the Service (each, an "Account") and the open accounts receivables details you have provided to us in electronic files (each, an "Open Receivables File").
2. **Automatic matching.** We apply programmatic rules and logic, configured with your input, to match credits to your Accounts made by your payers through ACH, wire transfer, or check (each, a "Payment") to information you send to us relating to Payments and your accounts receivables details to identify sets of matching Payments and accounts receivables details in the steps described in this section.
 - a. **Re-association.** We analyze data elements pertinent to electronic Payments credited to your Accounts to associate such Payments with their respective remittance information (information from your payer describing the accounts receivable record for which a payment is being made, such as one or more invoice numbers) that you separately provide to us in a "Remittance File" or is provided in an e-mailed advice by your customers in accordance with the protocol to which you and we agree. Each such match is a "Re-associated Payment".
 - b. **Invoice matching.** We automatically match Payments and Remittance Details with Accounts Receivable records you separately report to us in your Open Receivables File. Each such match is a "Validated Payment".
 - i. **Checks.** For check Payments credited to your Accounts that we receive through a lockbox we maintain for you, we extract remittance information from Remittance Materials (as defined in the Lockbox Service Description) and use it to the extent reasonable to create Validated Payments.
 - ii. **Addenda Records.** For electronic Payments that include remittance information embedded within the electronic payment instruction for such Payments ("Addenda Records"), we use such Addenda Records to the extent reasonable to create Validated Payments.
 - iii. **Re-associated Payments.** We use the remittance information associated with Payments in the Re-association step described in 2.a above to the extent reasonable to create Validated Payments.
3. **Manual matching.** Each credit to your Accounts for which we are not able to create a Re-associated Payment or a Validated Payment through the Service is an "Exception". You may view Exceptions in our online banking platform in accordance with its applicable terms and conditions.
 - a. **Review.** In our online banking platform, we will display details of Exceptions and items described in your Remittance Files and Open Receivables Files that, as of the time of viewing, have not been included as components of Matched Payments in any Posting File we have previously made available to you.

- b. **Match items.** Using the online banking platform interface, you may create additional Validated Payments by manually matching the Exceptions with open accounts receivables details displayed in the online banking platform.
4. **Posting Files.** You may configure the Service to automatically generate and transmit Posting Files in accordance with the frequency to which you and we separately agree. Each Posting File is an electronic document setting out certain pre-determined data elements pertaining to each Validated Payment (including manually Validated Payments) that, as of the time of generation, has not been included in any previous Posting File we created for you. We will transmit each Posting File in accordance with your configuration preferences and the pre-determined transmission protocol to which you and we agree.
5. **Payment dates.** For purposes of the Service, the date of each Payment is the Business Day on which we receive the Payment.
6. **Files transmitted to us.** You will transmit your Remittance File and Open Receivables File to us in accordance with the pre-determined file format and transmission specifications to which you and we separately agree. You are responsible for ensuring that, with respect to each item in each file, you include information we can reasonably use to identify its matching credit(s) to your Account(s).
7. **Liability to you.** We perform the automatic matching activity described in Section 2, on a commercially reasonable efforts basis, in accordance with logic you provide to us. We undertake no liability for damages arising from or relating to any defects in, or failure to test, such logic as provided.
8. **Liability to payers.** We bear no liability to your payers for any inaccuracies in the Service relating to Matched Payments or Unmatched Payments, including, without limitation, inaccurate matches between Payments and remittance information or accounts receivables details.
9. **Eligible Accounts.** You may enroll your Wells Fargo demand deposit accounts that are capable of receiving credits by ACH, wire transfer, or check.
10. **Survivability.** Sections 7 and 8 survive termination of the Service.

Receivables Manager service

1. **Description of service.** With this Service, you may receive consolidated electronic files and/or human readable documents containing information (each, a "File") regarding credits and/or debits to your Account(s) and associated Remittance Information.
2. **User Guide.** The User Guide provides details about the following:
 - a. The types of payments for which we provide the Service,
 - b. The options we offer for formatting Files,
 - c. The secure transmission platforms we offer to deliver Files to you,
 - d. The schedule we follow in providing the Service, and
 - e. Our Service level goals.
3. **Advice Matching Service.** If you enroll in our Advice Matching Service, we will accept an email or File containing Remittance Information from your payer and attempt to match the information to payments the payer makes separately by ACH, wire transfer, or check, provided the payer does the following:
 - a. Sends the remittance Information to us in advance of the payment information being sent to you in the File, and
 - b. Includes information we can use to identify the payer and match the Remittance Information and the associated payment based upon criteria you establish.

You have the ability to manually match any payments we are unable to match automatically using the Receivables Manager application on the online banking platform. You may also use this application to set-up payer information to automatically match future payments.

4. **Remittance Repair Service.** If you enroll in our Remittance Repair Service, we will automatically reformat freeform Remittance Information. If we are unable to automatically repair the format, you can manually repair remittance information using the Receivables Manager application on the online banking platform. Optionally, you can save the repair instructions as rules to apply to future payments from the payer.
5. **Your receipt of Files; acknowledgments.** We will not monitor Files transmitted to you through the Service including, but not limited to, any acknowledgment your system may generate upon its receipt of a File. If you do not receive a File when you expect to, you must notify us. Upon your request, we will use commercially reasonable efforts to resend a File to you within 14 days after we initially transmitted the File, but we will have no liability for not doing so.
6. **Incorrect, incorrectly formatted information.** We are not responsible for the accuracy of and will not verify Remittance Information we receive from your trading partners and provide to you through the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

ACH means Automated Clearing House

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

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

BRD means Business Requirements Document.

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.

Customer(s) means the purchaser(s) of your products and services.

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

Entry is defined in the ACH Rules.

Funded Payment means a payment for which we receive Remittance Information and the funds relating to the Payment.

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.

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

SOW means Statement of Work.

Website means the website we maintain in your name in connection with the E-Bill Service.

Lockbox Service Description

Global Treasury Management

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 end of this Service Description.

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

- Lockbox

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 your account 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
- f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The separate 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 on Wells Fargo VantageSM ("Vantage") formerly known as 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 Service Description and all Service Documentation.

Lockbox Service

1. Description of lockbox service.

- a. With this Service we provide you with a lockbox ("Lockbox") and Lockbox Address for receipt and processing of (i) Checks, and (ii) Charge Authorizations (if you elect this service option and subject to the requirements in section 4 below).
- b. The Service will start after we have assigned the Lockbox Address to you, you have opened your Account, delivered to us the Set-up Form selecting your options for the Service and provided us with any other requested information or documents.

- c. You will instruct your customers to mail Checks and Charge Authorizations (if applicable) to the Lockbox address, or for overnight delivery to the applicable street address. You will also instruct your customers and other payors not to send cash to the Lockbox. Cash that is sent to the Lockbox will be subject to Currency Transaction Reporting.
- d. We or our agents will have exclusive and unrestricted access to the Lockbox.

2. Lockbox processing.

a. Processing remittance materials.

- i. Each Business Day we will examine the Remittance Materials in the Lockbox and image them in accordance with section 6.
- ii. Cash will be removed from the envelope and a credit advice for the amount of the cash will be placed with the envelope and imaged.
- iii. Except as provided in this Service Description or you and we have otherwise agreed, we will not reconcile the Payments in the envelopes to Invoices or to any other Remittance Materials.
- iv. Subject to any Business Rules you specify, we will process a Check (1) by automated means when a scannable Invoice is included with the Check ("Automated Processed Check") and (2) manually when a non-standard Invoice is included with the Check or no Invoice is included ("Manually Processed Check").

b. Processing of Checks. Unless you and we agree otherwise, each Check will be processed as follows:

- i. **Payees.** A Manually Processed Check without an acceptable payee designation, as set forth in your Business Rules will not be deposited. A Manually Processed Check payable jointly to you and persons or entities other than you will be deposited, provided the Check contains at least one acceptable payee designation. An Automated Processed Check will be deposited, regardless of payee designation.
- ii. **Dates.** A Check will be deposited regardless of the date on the check, including whether it is stale-dated, post-dated or does not bear a date.
- iii. **Amounts.** If the written and numeric amounts of an Check are different, the written amount will control, unless the written amount is ambiguous. If the amount of an Check is missing or otherwise cannot be determined, the Check will not be deposited.
- iv. **Drawer's Signature.** If the drawer's signature is missing, we will deposit the Check into the Account.
- v. **Alterations.** We will use commercially reasonable efforts to identify any alteration to a Check, and at our discretion, any Check that appears to have been materially altered will not be deposited.
- vi. **Restrictive notations.** We will not inspect Checks to determine whether they bear restrictive notations, such as "Paid in Full." Checks will be deposited regardless of the presence of any such language, and we will have no liability to you as a result of such deposit.

c. Foreign checks. If you and we enter into an agreement to provide services for Foreign Checks we will deposit and process a Foreign Check if both the foreign bank location and the Foreign Check currency appear on our approved list. A Foreign Check not meeting these criteria will not be deposited and will be returned to you in accordance with section 2(d).

d. Rejected remittance materials. Unless you elect otherwise in writing, we will mail to you (i) any Remittance Materials which are not imaged in accordance with section 6, and (ii) any Checks or other instruments which are not deposited in accordance with this Service Description. For Remittance Materials (excluding Checks) returned to you in accordance with this section, we may mail to you printed copies. For Checks returned to you in accordance with this section, we may mail to you Image Replacement Documents (IRDs) in place of original Checks.

e. Deposits. Each Business Day, we will deposit Checks (other than Exception Manual Checks described in section 2 (above) and cash received in the Lockbox to the Account in accordance with the Account Agreement.

3. Decisioning module. If you elect to use our Decisioning Module for the Service, you can send us processing instructions through Vantage for certain Checks which we have determined may be unprocessable (each, an "Unprocessable Check"). Each message related to the processing of an Unprocessable Check (your "Decisioning Instruction") must be received by us by the Cutoff Time. If we do not receive a Decisioning Instruction by the Cutoff Time, we will handle the Unprocessable Check in accordance with your Default Option. "Default Option" means your election for us to take one of the following actions for any Unprocessable Check:

- a. "Deposit all," meaning we deposit the Unprocessable Check in your Account (this will be the default option unless you elect otherwise), or
 - b. "Reject all," meaning we reject the Unprocessable Check and return it to you as described in section 2(h).
4. **Charge authorizations.** If you elect this Service option (and it is available at your Lockbox processing site), you are required to enter into a Merchant Agreement with us and the Merchant Agreement will govern any Charge Authorizations. As set forth in the Merchant Agreement:
 - a. We will process each Charge Authorization received in the Lockbox which is completed with the required processing information,
 - b. We will not process a Charge Authorization and will return it to you if any required information is missing or it is illegible,
 - c. We will seek approval from the issuer of the credit card for the payment on the Charge Authorization,
 - d. We will request settlement for each Charge Authorization that the issuer approves, and
 - e. Each Business Day we will make information on processed Charge Authorizations available through the channel you and we agree to.
5. **Virtual lockbox service.**
 - a. **Description of service.** When you enroll in our optional Virtual Lockbox Service you can:
 - i. Create Electronic Checks from eligible paper checks in accordance with the Wells Fargo Remote Deposit Capture Service Description ("RDC Service Description"), which is incorporated by reference into this Service Description,
 - ii. Create images of Invoices and other Remittance Materials according to this Service Description, and
 - iii. Transmit Electronic Checks and Remittance Materials to us in an Electronic File for processing according to the RDC Service Description and this Service Description.
 - b. **Processing.**
 - i. **Business Rules.** If you and we have agreed to Business Rules to apply during the processing of your Electronic Files, we will apply them to each Electronic File you send us. Our processing will include data capture of the dollar amount of each Electronic Check, along with data entry related to Remittance Materials, as agreed to by you and us in your Business Rules.
 - ii. **Exception Electronic Checks.** If we identify any Electronic Checks that are ineligible for processing, we will identify these exception checks in a report made available to you. You are responsible for reviewing each electronic check identified in this report in a timely manner and arranging for the timely disposition of each check (whether through recapture or physical deposit) outside the process available in connection with this Service.
 - c. **Instructions.** If this option is available to you, you can use Vantage or another communications channel you and we agree to use to give us specific processing instructions for the Electronic Files.
6. **Imaging and retention.**
 - a. **Imaging and access to images.** Unless you and we agree otherwise, we will electronically image all Remittance Materials unless rejected or otherwise unprocessable. You may access images of Remittance Materials through Vantage or other communications channels or transmission methods we offer to you. We will redact credit card information including account number, signature and expiration date on images of Charge Authorizations.
 - b. **Destruction of originals.** All original Checks and other Remittance Materials that we image or print and return to you pursuant to this Service Description will be destroyed 5 Business Days after the processing date. You will notify us of any issues which require inspection of original Checks or Remittance Materials before the end of the 5-day period.
 - c. **Intraday image access.** Any images that you access on an intraday basis may not be final and are subject to further value-added keying. You assume all risk associated with your use of or reliance on intraday images.
7. **Representations and warranties.** You represent and warrant to us that:
 - a. Any person you identify in the Set-up Form or any other communication delivered to us is authorized to receive communications and give us instructions regarding the Service. If the authority of any authorized person changes, you will promptly notify us in writing. We will have a reasonable time after receipt of a communication to act on it.

- b. If a payee on a Check received in the Lockbox is a legal entity other than you, you are duly authorized by the payee to have the Check endorsed and deposited into your Account.
 - c. Each Charge Authorization received at the Lockbox is legitimate and duly authorized by the account debtor.
8. **Indemnification.** You agree to indemnify and hold us and our Representatives harmless from and against any and all Losses which we or our Representatives suffer or incur relating to:
- a. A breach of your representations and warranties in section 7,
 - b. Any keying errors or misapplied payments resulting from your Decisioning Instructions or errors or delays in your Decisioning Instructions caused by your computer system issues,
 - c. Any action taken by us in response to a Decisioning Instruction, except to the extent that any such Losses are directly caused by our gross negligence or willful misconduct, and
 - d. The processing of Charge Authorizations.
9. **Limitation on liability.**
- a. We will have no liability or responsibility for Losses arising from:
 - i. Any keying errors or misapplied payments resulting from your Decisioning Instructions or errors or delays in your Decisioning Instructions caused by your computer system issues,
 - ii. Depositing a Check bearing a restrictive notation in accordance with this Service Description, regardless of whether we have knowledge of the restrictive notation,
 - iii. The deposit of any altered Check, unless the loss results directly from the willful misconduct of our officers or employees, or
 - iv. Processing a Charge Authorization in accordance with this Service Description.
 - b. In addition to the other limitations on our liability contained in the Master Agreement, if you incur a material loss which results directly from our negligence or breach in performing the Service due to our failure to deposit a Payment according to this Service Description, our liability will be limited to direct damages in an amount not to exceed interest on the Payment amount calculated at the Federal Funds rate for the time period such Payment amount is not in your Account, not to exceed 30 days.
10. **Miscellaneous.**
- a. **Service fees.** We may require that you establish a separate analyzed account with us for billing purposes. You authorize us to debit our Service fees and charges from the billing account.
 - b. **Termination.** Upon termination of the Service, we will (i) close the Lockbox, and (ii) dispose of the mail addressed to the Lockbox in the manner instructed by you for a period of 3 months after the termination date, unless otherwise agreed between you and us. You will prepay our Service fees to dispose of the Lockbox mail based on our estimate at the time of termination.
 - c. **Customer service.** Any questions that you have with respect to the Service should be addressed to our customer service center at the telephone number and address separately provide to you.
 - d. **Assignment.** Notwithstanding anything to the contrary in this Service Description or the Service Documentation, our rights and obligations with respect to the Service shall be assignable to any successor in interest without restriction.
 - e. **Survival.** Sections 8 and 9 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.

Business Rules mean certain processing rules that you and we agree in writing to apply to the Payments and Electronic Checks.

Charge Authorization means a written authorization to charge your customer's credit card for a payment due to you.

Check means a paper Item (which includes drafts) received at the Lockbox that we accept in payment of obligations to you.

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

Decisioning Module means our Online Lockbox Decisioning Module.

Electronic Check means an electronic image of, and electronic information derived from a paper check.

Electronic File means an electronic file transmitted to us with an Electronic Check.

Exception Manual Check means a Manually Processed Check that we determine in our sole discretion is not eligible for processing.

Foreign Check means a Check drawn on a foreign bank or payable in a currency other than U.S. Dollars.

Image Replacement Document (IRD) means a substitute check created from an original check and, under federal law, 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."

Invoice means an invoice or remittance coupon included with a Payment received in the Lockbox.

Item is defined in the Account Agreement.

Lockbox Address means the United States Postal Service address we assign to you for the Service.

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.

Merchant Agreement means a separate merchant services agreement you and we enter into for us to process your Charge Authorizations.

Payment means a Check, Charge Authorization or cash received in the Lockbox.

Remittance Materials means any Checks, Charge Authorizations, Invoices, correspondence, papers, documents, and other envelope contents (other than cash).

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

ACH Origination, Information Reporting and Image Delivery, and Wire Transfer Service Description

Introduction

This Service Description contains the terms and conditions under which we provide Services to you. This is used in connection with the Master Agreement and other Service Documentation described in the Master Agreement.

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, and its branches. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the ACH Operating Rules and Guidelines ("ACH Rules").

Services covered by this Service Description are:

- ACH Origination
- Information Reporting and Image Delivery
- Wire Transfer

The Service Documentation includes:

- The Service Description (which contains terms and conditions applicable to the Service),
- The Acceptance (which indicates your acceptance of the Service Documentation),
- The Master Agreement (which contains terms and conditions applicable to all Services),
- The Account Agreement governing your account(s) with us used in connection with the Service, the ("Account"),
- The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling),
- User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices), and
- The Security Procedures Reference Guide

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 Wells Fargo VantageSM ("Vantage") formerly known as Commercial Electronic Office[®] portal (CEO[®]). Your use of a Service confirms your receipt of, and agreement to be bound by, the Service Description and all Service Documentation.

Whenever you use any of the Services covered by this Service Description, you agree to be bound by these terms and conditions, as amended from time to time, and to follow the procedures in the applicable Service Documentation. You may begin using the Services when we have received all required and properly executed forms and you have successfully completed any testing or training requirements.

If you would like an additional service or service option not described in Service Description you should request the applicable Service Documentation.

ACH Origination

1. **Description of services.** With this Service you can originate ACH credit and debit Entries in accordance with the Nacha Operating Rules and any applicable local ACH rules ("ACH Rules"). By using this Service, you authorize us to originate Entries on your behalf (or on behalf of your customers) 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 your elected Security Procedure, as defined in the Product Enrollment Form and in section 6 (Security procedures) of the Master Agreement 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") we separately disclose to you for the applicable Service on a Business Day, which means every day except Saturday, Sunday, and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day we are open for business related to that Service, 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 before 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.** When you originate a credit Entry to a Receiver, the payment is provisional until the RDFI receives final settlement through a Federal Reserve Bank or otherwise receives payment. If the RDFI does not receive such payment for the credit Entry, the RDFI is entitled to a refund from the Receiver's account, and you will not be considered to have paid the amount of the credit Entry to the Receiver.

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 liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and court fees) (collectively, "Losses") we incur, 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.
12. **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.
13. **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.
14. **Survival.** Sections 3, 5, 6, 8, 9, 12, and 13 will survive termination of this Service.

Additional Terms and Service options

15. **International Entries.** This section contains additional terms that apply when you originate an Entry to an account outside the United States ("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 that 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.

16. Third-party sender activities. This section contains additional terms that apply when you are a Third-Party Sender as defined by the ACH Rules.

- a. **General.** Before originating any Entry on behalf of your customer or otherwise 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 you are originating Entries on behalf of any Nested Third-Party Senders, and
 - ii. Timely provide us with information we require for purposes of our registration of you as a Third-Party Sender or your customer as a Nested Third-Party Sender or any downstream Nested Third-Party Senders that do not have an ACH Origination Agreement with us ("Downstream Nested Third-Party Senders") for which you transmit Entries to us as ODFI in accordance with the ACH Rules ("Registration") and any supplemental Registration information requested by us, and
 - iii. Obtain our written approval to originate or continue to originate Entries for any customer of yours that is an Originator or Nested Third-Party Sender (which we may rescind upon written notice to you), and
 - iv. Enter into a written agreement with each Originator or Nested-Third Party Sender whose Entries are originated through us as ODFI that meets the requirements applicable for an Origination Agreement with an Originator or Nested Third-Party Sender, as applicable, under the ACH Rules, including their agreement:
 - 1. To assume the responsibilities of an Originator or Nested Third-Party Sender, as applicable, 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 or Financial Crimes Enforcement Network, and
 - 3. To grant us ongoing access to audit your customer for compliance with its Origination Agreement and the ACH Rules.
- b. **Updates to registration information.** You will timely notify us of any changes to information you provide to us for the Registration of you as a Third-Party Sender or your customers as Nested Third-Party Senders.
- c. **Representations and warranties.** In addition, you represent and warrant to us that (i) each customer has and will comply with all applicable ACH Rules, (ii) that you have conducted the appropriate due diligence of your customers and (iii) that you will maintain a commercially reasonable program of monitoring to determine that each customer is engaged in a legitimate business, and the type, size and frequency of transactions that each customer is originating is normal and expected for the customer's type of business. If you do identify any unusual activity by any of your customers, you will notify us promptly and take appropriate actions, including refusing to originate Entries for your customer.

- d. **Liability; indemnification.** With respect to each of your customers for which you are originating transactions through us, including any Nested Third-Party Senders or Downstream Nested Third-Party Senders, you agree to be responsible for your customers' or such Nested Third-Party Senders' compliance with the ACH Rules. 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 any breach of warranty made under the ACH Rules or this Agreement, failure to comply with any applicable ACH Rule, or otherwise related to any activity of your customers, including Nested Third-Party Senders or Downstream Nested Third-Party Senders.
 - e. **Audit.** You agree to comply with the audit requirements applicable to Third-Party Senders under the ACH rules and to provide us with proof of compliance upon request.
17. **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.
18. **Cash Concentration service.** With the Cash Concentration Service, we originate debit Entries to move funds from one or more accounts owned or controlled by you in the United States your ("Remote Accounts") into your Account designated in the Concentration Account Services Set-up Form, the ("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.
 - c. **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.
-

Information Reporting and Image Delivery

- 1. **Description of services.**
 - a. With this Service we make data regarding transactions and/or images of Items, as defined in the Account Agreement, posted to or processed through your Accounts available 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.

- b. The methods we offer for making information available to you include without limitation (and we may remove or add methods from time to time) BAI File Transfer, InfoFax fax/email, SWIFT messaging, ISO 20022 XML transmission, Vantage, and an Application Programming Interface ("API") through the Wells Fargo Gateway.
- c. The information may include images of Items or other instruments that are:
 - 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, or (ii) information you manually populate.
- 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. Software Sublicense. If a software license or sublicense is required for you to access the Service ("Software Sublicense"), we will make the terms of the Software Sublicense available to you as part of the set-up process for the Service. You will be required to accept the Software Sublicense before being allowed to access the Service. We may terminate any Service requiring use of a Software Sublicense immediately on written notice to you, including without limitation if you fail to comply with the Software Sublicense.

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.

Wire Transfer

- 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 instructions to us in your name to transfer funds from your Account (including any communication cancelling or amending an instruction) each a ("Payment Order") according to guidelines we separately make available from time to time. You will use your elected 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, attempt 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 this Service.

Perfect Receivables Service Description

Introduction

This 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 ACH Operating Rules and Guidelines ("ACH Rules").

The Service Documentation includes:

- The Service Description (which contains terms and conditions applicable to the Service),
- The Acceptance (which indicates your acceptance of the Service Documentation),
- The Master Agreement (which contains terms and conditions applicable to all services),
- The Account Agreement governing your account(s) with us used in connection with the Service the ("Account"),
- The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
- 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 Wells Fargo VantageSM formerly known as 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 Service Description and all Service Documentation.

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). "Business Day" means every day except Saturday, Sunday, and federal holidays. When used in connection with funds transfer services, "Business Day" means each day we are open for business related to that Service. 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, we separately disclose to you for the applicable Service, 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 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. 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. Unless an exception is provided under Applicable Law, any ACH credit entry representing a federal payment must be deposited into an Account in the name of the intended recipient of such federal payment.

WellsTAX[®] Payments Service Description

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 ACH Operating Rules and Guidelines ("ACH Rules").

The Service Documentation includes:

- The Service Description (which contains terms and conditions applicable to the Service),
- The Acceptance (which indicates your acceptance of the Service Documentation),
- The Master Agreement (which contains terms and conditions applicable to all services),
- The Account Agreement governing your account(s) with us used in connection with the Service, the ("Account"),
- The Product Enrollment Form (which contains set-up information for each service in which you are enrolling),
- Authorization Forms (which facilitate tax debits and credits to and from the Account); and
- 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 Wells Fargo VantageSM ("VantageSM") formerly known as 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 this Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

WellsTAX[®] Payments Service

1. **Description of service.** With this Service, you can use our VantageSM 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 Entries on your behalf to effectuate the Transfers. You agree to be bound by the ACH Rules and comply with applicable provisions of the Treasury Essentials 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," which means our cutoff time each Business Day we separately disclose to you for the applicable Service, 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," which means a date at least one Business Day prior to the date the tax payment is due to the applicable tax authority. "Business Day" means every day except Saturday, Sunday, and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day we are open for business related to that Service.
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.

Wire Transfer Services Customer Setup Form and Agreement

WELLS
FARGO

Part I – Setup Information

Treasury Management Customers

Complete Part I and sign as provided in Part III. The information in this setup form and your separate treasury management documents relating to wire transfers govern your use of Wells Fargo's wire transfer service.

All Other Customers (including consumers and non-Treasury Management business customers)

Complete Part I, review the Wire Transfer Services Agreement in Part II, and sign as provided in Part III.

Type of Request: ☐ New ☐ Update Existing Information ☐ Delete Existing Information

A. Account Numbers (list accounts to be debited for each wire transfer)

For additional accounts attach a signed listing with notation of Customer's name and the additional account numbers. Check the appropriate box for each account number to identify the account type.

G/L = General Ledger, (Internal Use Only)

1) ☐ DDA ☐ G/L	2) ☐ DDA ☐ G/L	3) ☐ DDA ☐ G/L	4) ☐ DDA ☐ G/L
5) ☐ DDA ☐ G/L	6) ☐ DDA ☐ G/L	7) ☐ DDA ☐ G/L	8) ☐ DDA ☐ G/L
9) ☐ DDA ☐ G/L	10) ☐ DDA ☐ G/L	11) ☐ DDA ☐ G/L	12) ☐ DDA ☐ G/L

B. Advice Information Additional fees apply for these services. For more information about these services contact your relationship manager or customer service representative, or call 1-800-AT-WELLS (1-800-289-3557), option 2.

For Fax or Email Notification on intraday wire activity use the InfoFax setup form.

C. Authorized Callers (people authorized to initiate wires)

\$ Limit = A limit must be indicated or the form will be returned. The maximum entry limit is, \$9,999,999,999.99. The limit applies to all functions unless noted otherwise.

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 & Non-Repetitive.

Authorized Callers first & last name	Caller	\$ Limit	Phone Number including area code	Initiation Type [√] R B
	☐ Add ☐ Delete	\$		☐ ☐
	☐ Add ☐ Delete	\$		☐ ☐
	☐ Add ☐ Delete	\$		☐ ☐
	☐ Add ☐ Delete	\$		☐ ☐
	☐ Add ☐ Delete	\$		☐ ☐

D. OPTIONAL Verify Callback Service (does not apply to repetitive wires)

Selecting this 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.

Verify Orders exceeding: \$ _____

Authorized Approvers first & last name	Approver	\$ Limit	Phone Number including area code
	☐ Add ☐ Delete	\$	
	☐ Add ☐ Delete	\$	
	☐ Add ☐ Delete	\$	
	☐ Add ☐ Delete	\$	
	☐ Add ☐ Delete	\$	
	☐ Add ☐ Delete	\$	
	☐ Add ☐ Delete	\$	

E. Alternate Account to be Charged for Wire Fees (Alternate account to be charged must be an Analyzed account. Not available to Retail customers.)

List account only if wire fees are to be assessed to this account for the accounts listed in Part I-A.

☐ DDA ☐ AU and G/L _____

Part II – Wire Transfer Services Agreement

1. Introduction. This Wire Transfer Services Agreement (“Agreement”), along with the account agreement applicable to the account used in connection with the wire transfer services (“Account”), govern your use of Wells Fargo’s voice wire service. With this service, the Wells Fargo customer identified in this Agreement (“you” or “your”) can instruct Wells Fargo Bank, N.A. (“Wells Fargo”) to transfer funds by wire from the Account (“Order”).

2. Security Procedure

2.1. General. You agree to use the security procedure described in this Section (“Security Procedure”) when you request an Order (except for an Order delivered to Wells Fargo in person by you or your authorized representative). The purpose of the Security Procedure is to verify the authenticity of an Order delivered to us in your name and not to detect errors in the transmission or content of an Order. You agree the Security Procedure is commercially reasonable and, in view of your requirements, is a satisfactory method of verifying the authenticity of Orders. You agree you are bound by any Order, whether or not authorized, issued in your name and accepted by Wells Fargo in compliance with the Security Procedure.

2.2. Voice Initiated Orders. Wells Fargo’s standard Security Procedure for a voice-initiated Order consists of confirming the personal identification number (“PIN”) accompanying an Order corresponds with a valid PIN assigned to you, and confirming the voice print provided when placing an Order matches the print registered on file for that PIN holder. A PIN and voice print are required for all voice-initiated transfers.

2.3. PIN. Each person authorized to initiate and/or approve Orders for you will be issued a unique PIN. PINs are computer-generated and you cannot choose your own PIN. Wells Fargo employees do not have access to PINs. You agree to safeguard any PIN assigned to you. You must supply the PIN each time you initiate an Order. PINs are issued via a two-part, confidential mailer sent to you. If lost or forgotten, Wells Fargo cannot reconstruct PINs. For your protection, if you suspect a PIN has been compromised, or if an authorized person is no longer authorized, immediately notify Wells Fargo Wire Transfer Services at 888-384-8400. Wells Fargo, in its sole discretion, may cancel or reissue any PIN it believes may have been compromised, including, without limitation, a PIN that has never been acknowledged as having been received and any PIN that has been used by anyone other than the intended authorized user.

- 2.4. Identify Authorized Persons.** You will notify Wells Fargo in writing of the identity of each individual authorized to receive information regarding the Security Procedure. You will promptly notify Wells Fargo in writing of any change in an authorized individual. Your notice will be binding on Wells Fargo if it is received in a time and manner that gives Wells Fargo a reasonable opportunity to act on it. Wells Fargo will be fully protected in relying on your notices.
- 2.5. OPTIONAL Verify Callback Service.** If you select this optional service by providing the information requested in Section D of Part I, it will become part of your Security Procedure. An individual authorized to approve wires other than the initiator (an "Authorized Approver") must verify the voice-initiated non-repetitive wire transfer order is authorized when the amount of the wire exceeds the wire transfer order limit designated in Section D of Part I. You may designate a limit up to which an Authorized Approver may authorize an order. The Authorized approver may call into Wells Fargo or Wells Fargo will make at least one attempt to telephone the Authorized Approver. A PIN is required to authenticate each Authorized Approver. If Wells Fargo is unable to (a) contact and authenticate or (b) obtain approval from an Authorized Approver, the wire will not be processed.
- 3. Inconsistency of Name and Number.** If an Order describes the person to receive the wire transfer ("Beneficiary") inconsistently by name and account number, the wire transfer may be made on the basis of the account number even if the account number identifies a person different from the Beneficiary. If a wire transfer request describes a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. You further acknowledge the beneficiary account number or beneficiary bank identification number (e.g. IBAN, RTN, or SWIFT BIC) you provide in connection with an Order will be complete and accurate, and you understand you could lose the transfer amount if the information is incorrect.
- 4. Responsibility of Wells Fargo.** Wells Fargo may send an Order by wire, telegraph, telephone, cable, or whatever other transmission method Wells Fargo considers to be reasonable. Wells Fargo may transmit an Order directly to the Beneficiary's bank, or indirectly to the Beneficiary's bank through another bank, government agency, or other third party that Wells Fargo considers to be reasonable. Wells Fargo may utilize any reasonably selected funds transfer system or intermediary bank, even if its selection differs from instructions in the request.
- 5. Additional Actions by Wells Fargo.** Any action Wells Fargo takes to detect an erroneous Order, or any actions Wells Fargo takes beyond those described above in an attempt to detect an unauthorized Order, will be taken at Wells Fargo's sole discretion. No matter how many times Wells Fargo takes this action, it will not become part of Wells Fargo's standard procedures for attempting to detect such erroneous or unauthorized Orders, and Wells Fargo will not in any situation be liable for failing to take or to correctly perform the action.
- 6. Liability.** Wells Fargo is only responsible for making a good faith effort to execute your Orders and will only be responsible for performing the services specified in this Agreement. For Orders subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), Wells Fargo will be liable to you only for damages required to be paid under UCC 4A. For Orders not subject to UCC 4A and for other obligations under this Agreement, Wells Fargo will only be liable for its negligence or willful misconduct. Wells Fargo will not be liable for any third party's failure to or delay or error in processing an Order. Wells Fargo will not be liable for any delay in performing or failure to perform if the delay or failure results from any cause beyond its reasonable control. In no event will Wells Fargo have any liability for consequential, special, punitive or indirect loss or damage which you may incur in connection with this Agreement.
- 7. Indemnification.** You agree to indemnify and hold Wells Fargo, its directors, officers, employees and agents harmless from all third party claims, demands, judgments, and expenses (including reasonable attorney's fees) arising out of or connected with the performance of any wire transfer service under this Agreement. This indemnification will survive the termination of this Agreement.
- 8. Cancellation, Amendment, Reversal.** An Order will be final and not subject to cancellation, amendment or reversal by you, except Wells Fargo may, at your request, make an effort to effect such cancellation, amendment or reversal without incurring any liability for its failure or inability to do so.

- 9. Your Duty to Notify Wells Fargo of Unauthorized Activity.** If you identify any discrepancies in your account setup (including repetitive wire transfer templates), please contact us immediately at 1-888-384-8400. Wells Fargo will not be responsible for any delays in payment or additional fees caused by your failure to notify us promptly of any such discrepancy. You will exercise ordinary care to determine whether an Order accepted by Wells Fargo was either erroneous or not authorized and to notify Wells Fargo of the facts within a reasonable time not exceeding 14 days after you have received notification from Wells Fargo that the Order was accepted or that your Account was debited or credited with respect to the Order, whichever is earlier. You will be precluded from asserting that Wells Fargo is not entitled to retain payment for an Order unless you object within 14 days.
- 10. Fees and Taxes.** You agree to pay Wells Fargo's current wire transfer service fees. A copy of Wells Fargo's current fee schedule is available to you on request and can be provided by your banker. You also agree to pay amounts equal to any applicable taxes on these wire transfer services (exclusive of taxes based on net income of Wells Fargo).
- 11. Currency.** An Order expressed in U.S. Dollars will be sent in U.S. Dollars. You may request that prior to executing an Order, Wells Fargo convert the amount to be transferred from U.S. Dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency").
- In addition to any applicable fees, Wells Fargo makes money when we convert one currency to another currency for you. The exchange rate used when Wells Fargo converts one currency to another is set at our sole discretion, and it includes a markup. The markup is designed to compensate us for several considerations including, without limitation, costs incurred, market risks, and our desired return. The applicable exchange rate does not include, and is separate from, any applicable fees. The exchange rate Wells Fargo provides to you may be different from exchange rates you see elsewhere. Different customers may receive different rates for transactions that are the same or similar, and the applicable exchange rate may be different for foreign currency cash, drafts, checks, or wire transfers. Foreign exchange markets are dynamic and rates fluctuate over time based on market conditions, liquidity, and risks. Wells Fargo is your arms-length counter party on foreign exchange transactions. We may refuse to process any request for a foreign exchange transaction.
- Wells Fargo will not be liable for a sum in excess of the value of the Order after it has been converted from Foreign Currency to U.S. Dollars at Wells Fargo's applicable exchange rate at the time the cancellation of the Order is confirmed by Wells Fargo.
- 12. Term and Termination.** This Agreement may be terminated by you or Wells Fargo with prior written notice, but will remain in effect with respect to any transaction occurring prior to its termination.
- 13. Amendments to Agreement.** Wells Fargo may, from time to time, notify you of a change to this Agreement or its rules or procedures. By using the wire transfer service after the notice is sent or otherwise made available to you, you will be conclusively deemed to have agreed to the change.
- 14. Governing Law; Rules and Regulations.** Our rights and obligations regarding Orders will be governed solely by this Agreement, your account agreement, and, to the extent applicable, federal law and the state laws governing your Account. All Orders will be subject to the rules and regulations of any funds transfer system used by Wells Fargo, as amended from time to time.
- 15. Notices; Receipt of Confirmations.** If a notice is sent to you, it will be effective if it is delivered in person or sent by first class mail to your last address as shown on Wells Fargo's records. If a notice is sent to Wells Fargo, it will be effective if it is delivered by first class mail to the address shown in Wells Fargo's then current fee schedule (or to such other address as Wells Fargo may from time to time direct) and after Wells Fargo has had a reasonable opportunity to act on it. An optional confirmation or a bank statement showing a wire transaction, sent electronically or by mail, to your last address as shown in Wells Fargo's records and not returned, will be conclusively presumed to have been received by you. Wire Transfer mail confirmations are not available for addresses outside of the United States.

16. Miscellaneous. Wells Fargo's waiver of any term of this Agreement will not constitute a waiver of any other term or impair any of its rights if you breach this Agreement. You agree not to assign your interest in this Agreement to anyone else. If any provision of this Agreement is determined by a court to be invalid, it will not affect the validity of any other provision. In interpreting this Agreement, the headings will not be considered a substantive part of this Agreement. Unless the context requires otherwise, terms not defined in this Agreement have the meanings, if any, provided in UCC4A. This Agreement and any applicable account agreements constitute our entire Agreement with respect to the matters they cover and supersede all prior oral or written communications between us regarding such matters. In the event of conflict between a provision of this Agreement and any other agreement you may have with Wells Fargo (including without limitation, any account agreement between us), the terms of this Agreement will govern the subject matter of this Wire Transfer Agreement.

17. Additional Terms Governing Outgoing Consumer International Wires

17.1. General. This Section contains additional terms applicable only to Orders initiated by a natural person in the United States to transfer funds to a Beneficiary in a foreign country for personal, family, or household purposes (each, an "Outgoing Consumer International Wire"). This Section does not apply to any Order sent to a Beneficiary in the United States, to any Order initiated by a non-consumer, or to any Order initiated by a consumer for any non-personal, non-family, or non-household purposes. In the event of a conflict between a provision in this Section and a provision in the rest of this Agreement or in the agreement governing your Account, the provision in this Section will control.

17.2. Disclosures and Receipts. Prior to sending an Outgoing Consumer International Wire, Wells Fargo will disclose to you, by telephone, the amount that will be transferred to the Beneficiary, a description of any fees and taxes imposed by Wells Fargo, the total amount of the transaction, the exchange rate to be used, the amount to be transferred in the Foreign Currency, a description of any fees and taxes to be applied by any other person to the extent known by Wells Fargo, and the amount that will be received by the Beneficiary. Wells Fargo will mail a receipt for an Outgoing Consumer International Wire within 30 days after payment is made for the Outgoing Consumer International Wire.

17.3. Liability. Wells Fargo is liable only for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC4A (except as expressly modified by this Agreement). Except as required by Regulation E, subpart B, Wells Fargo will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed Wells Fargo's agent. In no event shall Wells Fargo have any liability for any indirect, incidental, consequential, punitive, or special damages, even if advised of the possibility of such damages.

17.4. Cancellation. You may cancel an Outgoing Consumer International Wire for a full refund within 30 minutes of completing a transaction. To cancel, call the cancellation phone number provided to you at the time of your request.

17.5. Error Resolution. If you think there is an error, or problem, contact the Wire Transfer service Team at 1-855-339-6655 (Monday - Friday, 8am - 9pm ET). You must contact us within 180 days of the date we promised to you that funds would be made available to your beneficiary (Availability Date). If you fail to notify us within this time period, Wells Fargo will not be liable for any error or loss of interest or any interest equivalent relating to the erroneous transaction.

When you contact us, please tell us: (a) your name, address, and telephone number where we can reach you during business hours; (b) the Beneficiary's name and, if known, his or her telephone number and address; (c) the date, dollar amount and transaction confirmation number of the Outgoing Consumer International Wire; and (d) the error or problem with the wire transfer, and why you believe it is an error or problem.

17.6. Governing Law. An Outgoing Consumer International Wire is a "remittance transfer" as defined in Regulation E, Subpart B, and 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 UCC4A, without regard to its conflict of laws principles.

Part III – Agreement and Approval

Customer Approval – Signatures as required by Certificate of Authority or Signature Card.

Under the dispute resolution program in your account agreement, you agree our disputes may be decided before one or more neutral persons in an arbitration proceeding and not by a judge or jury trial.

Legal Name as it appears on your Account		Customer's Primary Phone No.	
Mailing address for PINs and mail advice including City, State, and zip code. (If blank, items will be mailed to address on primary statement mailing address.)			
Printed Name of Authorized Signer		Printed Name of Authorized Signer	
Signature	Date	Signature	Date

Bank Approval – Forms submitted without Customer and Banker signatures or older than 90 days will be returned unprocessed.

Customer's 1st ID	ID Type	ID Number	Issued by State / Country	Expiration Date
Customer's 2nd ID	ID Type	ID Number	Issued by State / Country	Expiration Date
Banker/Officer's Phone #	Banker/Officer's Fax #	Bank MAC	Document Prepared by & phone # (in case of questions about this setup)	
Banker's Wells Fargo email address for notification. A reasonable attempt will be made to contact the banker at the Wells Fargo email provided upon completion. Notification will NOT be sent to any email address outside the Wells Fargo system.				
Printed Name		Signature	Date	
		X		

Once the customer's approval/signature is received on the form, the Banker/Relationship Manager must approve/sign the form, then fax to 866-922-6202, or email to imgwiresetups@wellsfargo.com.

The form must be submitted from a valid Wells Fargo Fax or email address. File copies in your location's record retention file.



Faster Payments Service Description

Treasury Management Services

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Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

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 "Service" covered by this Service Description is:

- Zelle® Disbursements service
- Instant Payments Services
- Push to Card 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 Wells Fargo VantageSM f/k/a Commercial Electronic Office® 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

Zelle® Disbursements

1. **Description of Service.** With this Service you can send Payment Instructions to us or Zelle® for your payments to consumer and Small Business Disbursement Recipients. For each payment, your Payment Instruction will include the Token Information for the Recipient.
 - a. **Disbursement Recipients enrolled with Zelle®.** If the Disbursement Recipient's Token Information is enrolled with Zelle®, we or Zelle® will attempt to make the payment electronically.
 - b. **Disbursement Recipients not enrolled with Zelle®.** If you have subscribed to the Unregistered Payee Feature and your Payment Instruction includes Token Information for a Disbursement Recipient who is not enrolled with Zelle®, we or Zelle® will send the Disbursement Recipient a one-time Zelle® enrollment invitation, together with instructions. Disbursement Recipients must enroll in the time allotted in the enrollment invitation or the payment will expire and the funds will be returned to your Account.
 - c. **Payments.** In most cases the payment will be available to the Disbursement Recipient within three Business Days. We have no control over circumstances that could result in a delay or failure of your payment to be received by the Disbursement Recipient including actions of the Disbursement Recipient, the Disbursement Recipient's financial institution placing limits on the amount the Disbursement Recipient may receive, or actions of the Zelle Network®. We or Zelle® are entitled to impose transaction limits on your payments that are separately disclosed to you.

2. **Disbursement Recipient authorization.** When using the Service, you authorize and instruct us or Zelle® to send emails and text messages to the Disbursement Recipient on your behalf. You represent and warrant that you have received permission from each Disbursement Recipient to instruct us or Zelle® to send emails and text messages to that Disbursement Recipient. We or Zelle® may, in our sole discretion, and for any reason, decline at any time to accept, or use, or to continue to accept or use, any specific Token Information provided to us or Zelle® by you.
3. **Use of information to identify you and process transactions.** You agree that we or Zelle® may provide information about you to the Disbursement Recipient, the Disbursement Recipient's financial institution, or any other person engaged in processing, facilitating, or delivering the payment. The information we or Zelle® may provide may include your name.
4. **No right to stop or cancel.** Generally, a payment that has been processed cannot be cancelled or stopped. You will be responsible for resolving any payment dispute with a Recipient. If you request the cancellation, amendment or reversal of a Payment Instruction, we or Zelle® may, in our sole discretion, attempt to honor your request, but we will have no liability if we decline or are unable to honor your request.
5. **Incomplete, rejected payments.** If a payment is missing required information or if we or Zelle® have identified other errors that make us unable to process any Payment Instruction, we or Zelle® may, without liability to you, reject the payment.
6. **Your responsibility for errors.** Neither we nor Zelle® are obligated to confirm your Payment Instruction and will act on them without further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide.
7. **Indemnification.**
 - a. You acknowledge that we indemnify certain parties under the Zelle Network® Participation Rules. You agree to reimburse us for any Losses we incur as the result of the enforcement of any such indemnity, except to the extent the loss resulted solely from our own gross negligence or intentional misconduct.
 - b. You will indemnify, defend, and hold us, and our Representatives harmless from and against all Losses arising directly or indirectly from or related to any material breach in your representations, warranties, covenants, or obligations in this Service Description.
8. **Restrictions.** You are not permitted to use this Service if we determine, in our discretion, that you are, or are acting as, a "Payment Services Company" as defined under the Zelle Network® Participation Rules.¹ Unless we have satisfied our obligation to complete your registration as a "Third Party Sender" under the Zelle Network® Participation Rules, and subject to any additional terms or conditions we may require, you are not permitted to send Payment Instructions as an intermediary between any third party and us using this Service.
9. **Survival.** Sections 2, 3, 4, 5, 6 and 7 of this Service Description will survive the termination of Services.

¹ Payment Services Company means an entity that (i) is classified or licensed as a money transmitter or money services business under U.S. federal law, the laws of the District of Columbia or any U.S. state or territory, or the laws of any foreign jurisdiction; (ii) is classified as a payment service provider, payment aggregator, or similar by any Other Network Requirements; (iii) is licensed to engage in virtual currency business activity under U.S. federal laws, rules, or regulations or the laws, rules or regulations of the District of Columbia, any U.S. state or territory, or any foreign jurisdiction; (iii) is otherwise engaged in the business of operating, providing, or facilitating access to a network, system, protocol, or interface for the transfer of value (whether or not denominated in fiat currency) from one person or entity to another person or entity or from one account to another account.

Instant Payments Services

1. **Description of Service.** With this Service you can use real-time funds transfer services to send eligible Instant Payments. Instant Payments permitted under the applicable Instant Payments Rules and meeting our requirements will be considered eligible Instant Payments. You may also use the Service to send Instant Payment Messages. The terms "funds transfer," "funds-transfer system," "payment order," "sender", and "beneficiary" used herein are as defined in Article 4A of the Uniform Commercial Code, as adopted by the state whose laws govern this Service Description. The term "payment order" as used in this Service Description refers specifically to an Instant Payments payment order.
2. **Applicable Law.** You agree to comply with the Instant Payments Rules, including the applicable state law version of Article 4A of the Uniform Commercial Code and the requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control. We are under no obligation to honor any payment order or other instruction that could result in our violation of the Instant Payments Rules or other Applicable Law.
3. **Preparation of payment orders; processing schedules.** You will prepare each payment order in accordance with guidelines we separately make available to you from time to time. A payment order will be deemed received by us when we have verified that it is in compliance with the applicable Security Procedure and determined that it is an eligible Instant Payment. Instant Payments are typically completed within seconds of transmission of the payment order by the sender, unless the payment order fails or is delayed due to a review by us or the beneficiary's bank, such as for fraud, regulatory, or compliance purposes.
4. **Inconsistency of name and number.** If a payment order describes the beneficiary both by name and identifying number, we are permitted to execute the payment order based solely on the identifying number, even if the number identifies a person different from the named person. If a payment order describes a beneficiary's bank both by name and identification number, the identification number may be solely relied on to identify the bank, even if it refers to a bank other than the named bank.
5. **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 (and if no account is specified, the Account or any other account you maintain with us or an affiliate) even if a debit results in an overdraft on the execution date. You will maintain sufficient available funds in the account specified in the payment order at the time of each debit. We may refuse to accept a payment order if there are not sufficient available funds at the time the payment order is submitted to us.
6. **Your duty to report erroneous or unauthorized payment orders.** We have no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by you or to pay an amount greater than the amount intended by you, or an erroneous transmission of a duplicate payment order previously sent by you). Should we detect an error on one or more occasions, this will not obligate us to detect errors in any future payment order. You will exercise reasonable care to determine whether a payment order accepted by us was either erroneous or unauthorized. You will notify us of an erroneous or unauthorized payment order within a reasonable time, not exceeding 14 days, after you receive notification from us that the payment order was accepted or that the Account was debited with respect to the payment order, whichever is earlier. You will be liable to us for the loss we incur as a result of your failure to act in accordance with this section.
7. **Payment order status.** We will provide you with information regarding the status of any payment order sent by you in accordance with the Instant Payments Rules. If a payment order is rejected by us for any reason, we will attempt to notify you promptly but will have no liability to you for a rejected payment order or for our failure to provide notice.
8. **No right to cancellation, amendment, reversal; request for return of funds.** Payment orders are final and cannot be cancelled, amended, or reversed by you once accepted by us. Any dispute between you and the beneficiary of an Instant Payment must be resolved between you and the beneficiary. You may submit a Request for Return of Funds to us to be sent to a beneficiary; however, the beneficiary is under no obligation to return the funds. You will hold us harmless and reimburse us for any Losses we incur in effecting or attempting to effect your Request for Return of Funds, including Losses incurred as a result of the enforcement of any indemnity provided to a beneficiary's bank in connection with a Request for Return of Funds we send on your behalf.

9. **Ineligible Instant Payments.** You agree that:
- Instant Payments may be used only for eligible payments between a sender and beneficiary with accounts located in the United States. Subject to subsection (c), below, you may not send or receive payment orders on behalf of any person or entity not domiciled in the United States.
 - You are not permitted to submit a payment order on behalf of another domestic or foreign depository institution, or that identifies a beneficiary that is a domestic or foreign depository institution.
 - You are not permitted to send a payment order in connection with a money transmission transaction or a payment processing transaction, nor act as a money services business or third-party processor, unless we have provided our written approval and subject to any additional terms or conditions we may require.
10. **Searching for accounts.** Instant Payment Messages may only be used to determine if account numbers, whether in tokenized or untokenized form, are associated with valid, active accounts when an account number has been given to the sender by an intended beneficiary who is expecting to receive one or more payments from the sender.
11. **Request for payment.** If we have approved you to send request for payment Instant Payments Messages, you agree to alert your payors prior to sending any Instant Payments Message to request payment from another person. Any request for payment Instant Payments Message you send will be made in accordance with the applicable Instant Payments Rules, including any defined permissible use established under the Instant Payments Rules.
12. **Transaction limits.** Instant Payments are subject to transaction limits established by the Instant Payments Rules. We are entitled to impose transaction limits on your payment orders, which may be lower than the transaction limits established by the Instant Payments Rules.
13. **Warranties.** We make certain warranties under the Instant Payments 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 payment orders, except to the extent that the Losses resulted from our own gross negligence or intentional misconduct.
14. **Limitation of our liability.** In acting on your request regarding a payment order, we are permitted to use any transmission method, funds-transfer system, or clearing house we, in our sole discretion, consider reasonable. We will not be liable for any third party's failure to or delay or error in processing a payment order. If we are notified we did not transfer 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 in excess of the amount stated in the payment order, to the extent you do not receive the benefit 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 we may have agreed otherwise. However, our liability for loss of interest will be limited to 20 calendar days' interest.
15. **Indemnification.** We indemnify certain persons under the Instant Payments 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.
16. **Termination.** In addition to the termination provisions contained in the Master Agreement, we may terminate the Service immediately upon notice to you if we determine in our sole discretion that you have breached Section 9 of this Service or otherwise failed to comply with the Instant Payment Rules.
17. **Survival.** Sections 2, 4, 6, 8, 9, 10, 11, 12, 13, 14 and 15 will survive the termination of Service.

Push to Card service

1. **Description of Service.** With this Service, you can send near-real time payments (Disbursements) to your customers' eligible debit and certain U.S. qualifying prepaid cards by transmitting a Customer Disbursement Transaction to the card networks for processing in accordance with applicable Card Organization Rules.
 - a. **Bank Disbursement Message; our approval.** As a part of the Service, we include the ability for you to submit a Customer Request and create a Customer Disbursement Transaction message for transmission based on the Customer Request. Our service consists of (1) the Push to Card Channel that may be available from time to time subject to applicable terms and conditions; (2) transaction eligibility determinations, (3) Card Organization routing intelligence; (4) connectivity to the Card Organizations; and (5) issuer identification. Any Card Organization or we may reject any Customer Request or Customer Disbursement Transaction at any time in our sole discretion.
 - b. **Processing by Card Organization; our approval.** After you successfully submit a Customer Request, the appropriate Card Organization will direct the Customer Disbursement Transaction message to the appropriate Issuer for authorization, clearing and settlement services, according to its Card Organization Rules. If the Issuer approves, the Issuer will post the funds or make funds available to the Recipient's account associated with the applicable Customer Disbursement Transaction according to Card Organization Rules.
 - c. **Disbursement Information.** You must submit complete and accurate Disbursement Information. You are solely responsible for any errors resulting from incomplete or inaccurate Disbursement Information or any otherwise flawed Customer Request (including the misdirection of funds resulting from you providing inaccurate or incomplete Disbursement Information). For the sake of clarity and the avoidance of doubt, you are responsible to know that the Card and the Cardholder and Card number are each and all accurate as provided to us for purposes of the Push to Card Service.
 - d. **Secure Capture Service.** When you enroll in our optional Secure Capture Service ("Secure Capture Service"), we will provide you with a hosted payment page which enables you to submit debit card information to a third party where it will be securely stored. We will send a token back to you to use instead of the card number when processing Push to Card payments. The Secure Capture Service will include: (a) the Secure Capture API; (b) the hosted payment page; and (c) the tokenization of Recipient's payment credentials. The pricing documentation we provide to you includes your fees for the Secure Capture Services, and are in addition to any other fees described in your pricing documentation. The Secure Capture Service is provided by a third party provider, Cybersource. By using the Services and/or the Secure Capture Service, you agree to the following terms:
 - e. You bear all collection risk and the risks of all Card fraud;
 - f. You are solely responsible for maintaining back up records;
 - g. You must only use the Service and the Secure Capture Service in conformance with the Documentation provided to you from time to time;
 - h. In the event Wells Fargo or Cybersource suspects illegal activity or use of the Secure Capture Service not in conformance with this Agreement or the Documentation that either Wells Fargo or Cybersource may suspend the Service and/or Secure Capture Service; and
 - i. You authorize Wells Fargo to access all your transaction information because of your use of the Secure Capture Service.

NEITHER BANK, CYBERSOURCE, NOR ITS THIRD PARTY LICENSORS CAN GUARANTEE THE ACCURACY APPLICABLE TO ITS PRODUCTS AND SERVICES. USE OF ANY CYBERSOURCE EXPORT CONTROL SERVICE THAT MAY BE MADE AVAILABLE TO YOU DOES NOT GUARANTEE YOUR COMPLIANCE WITH EXPORT REGULATIONS OR LAWS; AND NEITHER WELLS FARGO NOR CYBERSOURCE, NOR ITS THIRD-PARTY LICENSORS CAN GUARANTEE THE ACCURACY OF TAX OR VAT RATES OBTAINED FROM TAXING AUTHORITIES.

2. **Funding and fees.**
 - a. **Customer Funding Account.**
 - i. You will establish a Customer Funding Account with us and make sure the account has sufficient funds to carry out any Customer Request or any instructions to the Push to Card Channel, including sufficient amounts to cover all transfers, settlement and bank-related fees.
 - ii. The Customer Funding Account is subject to its own separate terms and conditions between you and us (the "**Commercial Account Agreement**"), including payment to us of any applicable fees. Nothing in this Agreement will affect in any way the terms and conditions of the Commercial Account Agreement.

- iii. We will verify whether there are sufficient funds to cover each transaction in the Customer Funding Account before we submit any Customer Disbursement Transaction to the applicable Card Organization for processing. We may reject any transaction if there are insufficient funds in the Customer Funding account. If there are sufficient funds to cover the transaction, we will place a memo post in the Customer Funding Account in the amount of each transaction and we will hold such funds in the Customer Funding Account. We will debit the Customer Funding Account by the amount of the Customer Disbursement Transaction request processed by the Disbursement Messaging Service. We will send the amount of the Customer Disbursement Transaction to the applicable Card Organization to complete the Customer Disbursement Transaction to the Recipient's Card.
- iv. You authorize us to complete the transfers and debits from the Customer Funding Account under this Agreement, including settling your obligations resulting from Customer Disbursement Transactions.
- v. We will execute all Push to Card transactions received from you through the Push to Card service. The appropriate Card Organization will process the disbursement transaction, after it verifies and secures sufficient funds from the Customer Funding Account. The transaction will happen in near real-time. The Push to Card Channel response will notify you that the transaction has been successful or unsuccessful, and why, as part of the same session. You authorize us and our authorized representative to access information from the Customer Funding Account and to initiate debit and/or credit entries to authorize us to block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Customer Funding Account. This authorization is irrevocable, without respect to the source of any funds in the Customer Funding Account, and coupled with an interest. This authorization extends to any fees and assessments and Chargeback/reversal amounts of whatever kind or nature due to us under terms of this Agreement. This authority remains in full force and effect at all times unless and until we have agreed to terminate at such time and in such manner as to afford you a reasonable opportunity to act on it.
- b. **Fees.** The pricing documentation provided to you includes your fees for the Service and may be adjusted from time to time. In addition to the Card transaction fees included in the pricing documentation, you are responsible for applicable fees or fine imposed by any Card Organization on you or incurred by us related to your activity and use of the Service, including, if applicable, Your Customer's activity and use of the Service as described in Section 5. You agree that you bear all responsibility for the proper payment of taxes applicable to your business, including the sale of your products and services.

3. Your obligations.

- a. **Use of Service.** You shall use the Service solely in accordance with Applicable Law and the terms of this Agreement. Any modification to, or deviation from the terms of this Agreement, requires the prior written consent of you and us. You are fully responsible for the acts and omissions of your agents, employers, or third parties acting on your behalf under this Agreement. You understand and acknowledge, however, that as of the Effective Date of this Agreement, we have not performed an assessment for PCI DSS compliance for the Service, and a PCI Attestation of Compliance is not available until we complete the PCI DSS compliance assessment process.
- b. **Prohibited Categories.** You shall not use the Service to initiate any Customer Disbursement Transaction in connection with any of the Prohibited Categories as such Prohibited Categories may be communicated to you or otherwise prohibited under Card Organization Rules or applicable law.
- c. **Restrictions.** You are required to notify us in writing if you desire to use the Service for a different use than originally approved on your pre-enrollment or implementation form, or otherwise approved in writing by us. You must obtain our approval of each use case in advance.
- d. **General obligations.** You shall: (a) ensure all requests, instructions, and information provided by you under this Agreement comply with Applicable Law and Card Organization Rules; (b) implement all instructions provided by us and provide all necessary information requested and required by us to perform under this Agreement; (c) fund all Customer Requests submitted by the Push to Card Channel; (d) without limiting any other provisions under this Agreement, ensure all your programs and devices used to transmit Disbursement Information conform to all Payment Card Industry Data Security Standards and all Card Organization Rules; and (e) without limiting any other provisions under this Agreement, before providing the Push to Card Channel any instructions under this Agreement, satisfactorily complete all Bank- and Card Organization-required background checks and authentication procedures in accordance with all Applicable Law.

- e. **Instructions.** Subject to any change from time to time, in order to initiate a Customer Disbursement Transaction, you must accurately submit all the information required as set forth in the then most current version of the Push to Card Developer Reference Guide. Your failure to provide requisite information will be considered a material breach of your agreement with us and your Customer Disbursement Transaction may fail.
- f. **Important Credential Responsibilities.** We will provide you credentials to access the Service and the Push to Card Channel. You are solely responsible for:
 - Limiting access to your Push to Card Channel;
 - Maintaining the secrecy and security of the credentials you use to access the Push to Card Channel; and
 - Limiting access to the credentials to your authorized officers, employees or agents.

We will consider any individual using your credentials as authorized by you unless you notify us otherwise. We will process each Customer Disbursement Transaction we receive from you.

- 4. **Anti-money Laundering and Sanctions Program.** At all times, you shall comply and maintain, policies, procedures and internal controls designed to comply with the Bank Secrecy Act ("BSA"), its implementing regulations, and all Applicable Law related to BSA/anti-money laundering ("AML") regulations, including but not limited to the funds transfer recordkeeping and "travel" rule, as set forth in 31 CFR 1010.410, or as otherwise applicable. You will maintain a written BSA/AML compliance program. The BSA/AML compliance program must include, at a minimum, the following: (a) a system of internal controls to ensure ongoing compliance; (b) independent testing of BSA/AML compliance; (c) a designated individual(s) responsible for managing BSA compliance; (d) periodic training for appropriate personnel; and (e) appropriate risk-based procedures for conducting ongoing customer due diligence. In relation to this Service, and in addition to the audit rights set forth in Exhibit A, Wells Fargo and its regulators, and their respective auditors ("Auditors"), will have the right to request, monitor, audit, examine and inspect any and all records, facilities and procedures related to the Service, including but not limited to Customer's BSA/AML compliance program and 'know your customer' requirements. Wells Fargo may request annual attestations of compliance with any or all terms and Customer shall promptly deliver such attestations by an officer of the company with sufficient responsibility for and oversight of the subject(s) of the attestation. To the extent permitted by Applicable Law, you and we each agree to provide reasonable cooperation to the other in connection with any investigation related to your use of the Service. For purposes of clarity, you must provide documents and/or information requested by us in connection with any such investigation. You further agree to comply with and maintain policies, procedures, and internal controls designed to comply with applicable economic sanction laws, including those administered by the U.S. Treasury's Office of Foreign Assets Control as codified in Title 31 of the US Code of Federal Regulations Chapter V. You must promptly notify us of any material violation of the BSA/AML or sanctions laws or your BSA/AML compliance program, subject to any applicable prohibitions against disclosure.
- 5. **Third Party Processor Obligations.** In addition to all the other requirements of this Service Description, if you are approved by Us in writing to use the Push to Card Service as a Third Party Processor (an entity permitted to use the Push to Card service as a service to allow its own entity customers (Your Customer) to push payments to their individual cardholder customers) for an approved use case, You must comply with all of the following:
 - a. You will cooperate with and promptly respond to all requests for reporting, documentation, processes or assessments required by us from time to time as communicated by us.
 - b. You are fully responsible for Your Customers and must at all times ensure that Your Customers agree in writing to comply with this Service Description, all applicable Card Organization Rules, specifically including but not limited to those identified in Appendix A and the Card Organization rules related to security of payment card information and personal data including PCI-DSS and PA-DSS as each may be replaced, modified, or changed from time to time. You will ensure Your Customers agree in writing to permit us and/or the Card Organizations to request and/or inspect Your Customer's books, records, due diligence activities, procedures, or place of business to audit for compliance with this agreement, laws rules, regulations and directives, including the Card Organization Rules.
 - c. Your written agreement with Your Customers must adhere to applicable requirements of this Agreement and Card Network rules. Your template agreement must be provided to Wells Fargo in advance for approval and no material changes can be made without our consent. Notwithstanding our approval, your agreement with Your Customers must at all times comply with laws, rules and regulations, and this Agreement.

- d. **Inspection.** In addition to any rights we may have pursuant to this Agreement, you will, at any and all reasonable times permit us, the Card Organizations, or their employees, agents and/or auditors to inspect your books and records. You will, at any and all reasonable times, permit us and/or our employees, agents, attorneys, auditors, or bank regulators to inspect your place of business to audit its operations for compliance with all laws, rules and regulations, including the Card Organization Rules and information security requirements, each as may be replaced, modified or enhanced from time to time, and compliance with this agreement. You will ensure that you have the same right to inspect Your Customer and that right extends to the Card Organizations and us. Notwithstanding termination of this Agreement, you and Your Customers will fully cooperate with any forensic investigation or audit until such investigation or audit is completed. This term shall survive termination of the Agreement. You may not subcontract, sublicense, assign, or license or transfer in any manner to any third party any right or obligation of yours set forth in this Service Description. You may not engage third party providers without our express written approval. You are fully responsible for all due diligence activities, including PCI-DSS compliance of Your Customer, you and your customer's systems, and any third party service provider you or your customer uses.
 - e. **Representations and Warranties.** You represent and warrant to us that You (a) have conducted due diligence with respect to each of Your Customers for which Company is using the Service and determined that each such customer is engaged in a legitimate business and that the type, size and frequency of transactions that each of Your Customers is originating is normal and expected Your Customer's type of business; and (b) will, in accordance with reasonable and diligent commercial standards, monitor each customer's business and transactions on an ongoing basis and notify us promptly if you identify any unusual activity by Your Customer and (c) will ensure all transactions comply with Applicable Law, Card Organization Rules, and this Service Description.
 - f. **Indemnity.** In addition to your indemnifications obligation in Section 14 below, You will indemnify, defend and hold harmless us from and against all Losses arising out of or relating to Your Customer or Your Customer Agreement. This section shall survive termination of the Agreement.
6. **Data use and consents.**
- a. **Data use by the Card Organizations.** The Card Organizations shall have the right to use data transmitted to the Card Organizations for purposes of a funds transfer request for: (i) the provision of anti-fraud services for the benefit of us, you and/or other parties; (ii) the processing and/or resolving of disputes; (iii) analyzing or improving its services, including for security and risk management purposes; (iv) preparing and furnishing analyses and other internal and external reports of aggregated, anonymized information; (v) providing other products or services including those involving data analytics that use aggregated, anonymized information; (vi) complying with applicable Law, including, as may be required or requested by any judicial process or Governmental Authority having or claiming jurisdiction over the Card Organizations and/or any of its Affiliates or us; and (vii) for other purposes for which consent has been provided by the individual to whom the information relates.
 - b. **Data use by us.** You explicitly consent and agree that we can access and use Cardholder Data to provide the Service.
 - c. **Consents.** You represent and warrant that you have, and will: (i) provide(d) all necessary consumer terms and conditions (including, without limitation, an appropriate privacy notice) and disclosures required by Applicable Laws in connection with your participation in the Service; and (ii) obtain(ed) any and all consents necessary for Card Organizations to process data in connection with your participation in the Service, in connection with your participation in the Service, including as detailed in subsection 6(a) above and as provided for under this Agreement. You further represent and warrant that the submission or provision of information by you to us and Card Organizations, including for the purposes set forth in subsection 6(a) above, complies with all Applicable Law.
7. **Customer complaints.** You agree to promptly notify us if, you believe in your reasonable discretion there is an issue related to the Push to Card Service and you will provide us all necessary information regarding the deficiency or problem so that we may determine the cause of the issue and help to achieve a resolution, if possible.

8. **Wells Fargo Gateway®.** Through our gateway ("Wells Fargo Gateway"), you may access a Bank-owned Application Program Interface ("Bank-owned API") to securely (i) request that the we originate debit card disbursements on behalf of you; and (ii) receive periodic updates from us as we process entries for you. The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment systems and our payment systems. The Wells Fargo Gateway security procedures required digital authentication of you and us using a token, Bank-owned API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time-to-time. Your tokens, the Bank-owned API keys, digital certificates, and your instructions to us, do not identify any individual user initiating the request through the Wells Fargo Gateway. We validate only that you are authorized to request Bank-originated debit card disbursements and receive periodic updates. You have reviewed the Wells Fargo Gateway portal, the procedures and the transmission methods, and determined that it is a commercially reasonable means to verify the authenticity of each debit card disbursement from us in your name. The parties will preserve the confidentiality of the Wells Fargo Gateway, the tokens, and any passwords, codes, security devices and related instructions we provide to you. If one party becomes aware of a breach, or suspects that a breach may occur, it will promptly notify the other party. You will maintain effective internal procedures to safeguard against transmission of unauthorized debit card disbursements and warrant that no individual will be allowed to authorize debit card disbursements without proper supervision and safeguards.
9. **Termination; Events of Default.**
- a. In addition to any termination rights set forth in the Master Agreement, we may also terminate this Agreement immediately for convenience or upon any Event of Default.
 - b. The following are each an "Event of Default":
 - i. any assignment or transfer of voting control of you or your parent; or
 - ii. a sale of all or a substantial portion of your assets; or
 - iii. irregular card transactions, excessive Chargebacks/Reversals, noncompliance with any applicable data security standards, as determined by us, or any Card Organization, or any other Person, or an actual or suspected data security breach, nonconformance with any applicable data security standards, as determined by us, any Card Organization, or any other entity, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure or otherwise present a financial or security risk to us (including your processing transactions for a business type we have designated as unqualified for processing with us); or
 - iv. your independent certified accountants refuse to deliver an unqualified opinion with respect to your annual financial statements and your consolidated subsidiaries; or
 - v. a violation by you of any applicable law or Card Organization Rule or our reasonable belief that termination of this Agreement or suspension of the Service is necessary to comply with any law including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury or your breach, as determined by us, of Section 16 ("Compliance with Laws") ; then, upon the occurrence of (1) an Event of Default specified in subsections 9(b)(i), 9(b)(ii), 9(b)(iii), or 9.3(b)(v), we may consider this Agreement to be terminated immediately, without notice, and all amounts payable hereunder shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by you, and (2) any other Event of Default, this Agreement may be terminated by us giving notice to you, and upon such notice all amounts payable hereunder shall be due and payable on demand.
 - c. If any Event of Default occurs and regardless of whether you cure such Event of Default, we may, in our sole discretion, exercise all our rights and remedies under applicable law and this Agreement.
 - d. In the event you file for protection under the U.S. Bankruptcy Code or any other laws relating to bankruptcy, insolvency, assignment for the benefit of creditors, or similar laws, and you continue to use the Service, it is your responsibility to open new accounts to distinguish between pre and post filing obligations. You acknowledge that as long as you use the accounts you established prior to such filing, we will not be able to systematically segregate your post-filing transactions or prevent set-off of the pre-existing obligations. In that event, you will be responsible for submitting an accounting supporting any adjustments that you may claim.
 - e. The Card Organizations maintain lists of entities that have had their Card Acceptance rights terminated for cause. If we terminate this Agreement for cause, you acknowledge that we may be required to report your business name, the names of its business principals, and other information regarding its principals to the Card Organizations for inclusion on such list(s). You expressly consent to such reporting if this Agreement is terminated because of an Event of Default or for any reason specified as cause by a Card Organization. Also, you agree to waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

- f. After termination of this Agreement for any reason, you shall continue to bear total responsibility for all Chargebacks/reversals, fees, Card Organization fines imposed on us as a result of your acts or omissions, Credits, Debits and adjustments resulting from Card transactions processed under this Agreement and all other amounts due or which may become due under this Agreement.

10. Confidentiality generally.

- a. You will treat this Agreement, the Card Organization Rules and any information supplied or made accessible by us or our agents as confidential, including without limitation, (i) information about our products, services, operations, procedures, customers, suppliers, sales, pricing, business plans and marketing strategies, our respective Affiliates, and the customers, clients and suppliers of any of them; (ii) any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords us a competitive advantage over its competitors; and (iii) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, databases, inventions, know-how, show-how and trade secrets, whether or not patentable or copyrightable and will not disclose the same to any third parties.
- b. Our confidential information shall be used by you only to exercise your rights and to perform your obligations under this Agreement. You shall not disclose the confidential information to any third party, except as may be agreed by us in writing. You shall safeguard all of our confidential information using a reasonable degree of care. At our request or when this Agreement is terminated, you shall return to us or destroy all of our confidential information in your possession or control.
- c. The obligations of confidentiality and restrictions on use in this section shall not apply to any confidential information that: (i) was in the public domain prior to the date of this Agreement or came into the public domain through no fault of yours; (ii) was received by you from a third party without any obligation to keep confidential to the third party and to your knowledge the third party, was not under an obligation to keep the information confidential; (iii) was already in your possession prior to receipt from us; (iv) is required to be disclosed by law, regulation or court order after giving us as much advance notice as practical of the required disclosure; or (v) is subsequently and independently developed by your employees, consultants or agents without use of or reference to our confidential information.
- d. You acknowledge that breach of the restrictions on use or disclosure of any of our confidential information would result in immediate and irreparable harm to us, and money damages would be inadequate to compensate for that harm. We shall be entitled to equitable relief, in addition to all other available remedies, to redress any breach.
- e. With respect to any information received by us from you by your use of the Service, including the Disbursement Messaging Service, we will keep such information confidential in accordance with applicable law; provided, that we may disclose such information:
 - i. To third parties, as we deem appropriate, to provide the Service,
 - ii. Our auditors and attorneys (internal and external) and regulators,
 - iii. As required or permitted by law, regulation or court order
 - iv. To our respective Affiliates as we deem appropriate.In addition, we may use data collected as part of performing payment processing or other transaction-related services for you to provide additional products and services to you, other customers, or third parties. As permitted by law this includes collecting, using, and anonymizing Transaction Data to provide you with analytic products and services as well as collecting and using Transaction Data anonymized and aggregated with other customers' transaction data to provide you, other customers, and third parties with analytic products and services.
- f. You shall not assign to any Person, the rights to use our Marks, our agents or the Card Organizations.
- g. All rights, title, and interest in and to all intellectual property related to the Service (including without limitation, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods), owned, developed or licensed by us prior to, during the term of, or after the Agreement, or employed by us in connection with the Service and any updates, changes, alterations, or modifications to or derivative works from such intellectual property, shall be and remain, as among the Parties, our exclusive property.
- h. You agree that we may obtain relevant information from any applicable telecommunications provider used by you, as necessary to investigate any allegation of fraud, suspected fraud or other actual or alleged wrongful act by you in connection with the Service.

- 11. You will not:** (a) use the Service which shall include the Disbursement Messaging Service in any way other than in accordance with this Agreement, any supplied documentation, or as otherwise instructed by us in writing; (b) use the Service, either directly or indirectly, to develop any service or product that competes with the Service; (c) disassemble, decompile, decrypt, extract, reverse engineer, or otherwise attempt to access, ascertain, reconstruct,

derive, or appropriate for any reason or purpose (i) the source code for any software, or (ii) any algorithm, process, procedure, idea, or other information contained in the Service ; (d) modify, translate, or alter the Service in any manner; (e) create derivative works of or based on the Service ; (f) disclose or provide the Service to, or permit the Service to be accessed or used (in any format or by any means) by, any third party other than your authorized employees and contractors who are subject to written confidentiality obligations binding upon such employees and contractors that are no less restrictive than the confidentiality provisions hereunder; (g) directly or indirectly make any copies of the Service, except for (i) backup/archival purposes, or (ii) only with respect to any supplied documentation, as reasonably necessary to facilitate use of the Service as long as any such copies contain all appropriate proprietary notices; (h) remove, relocate, or modify any proprietary rights notices relating to the Service; (i) attempt to access, or actually access, portions of the Service not authorized by us for use; (j) rent, lease, sell, assign, sublicense, or otherwise transfer to any third party, whether by operation of law or otherwise, any of the rights granted hereunder; (k) use the Service for any unlawful purpose; (l) use, access, transfer, move, relocate, ship, or transship the Service outside of the United States without obtaining our advance written consent; or (m) circumvent, or attempt to circumvent, any applicable security measures of the Service.

12. Assignments.

- a. You may not transfer or assign this Agreement, by operation of law or otherwise, without our prior written consent. Any transfer of voting control of you or your parent company is considered an assignment or transfer of this Agreement. Furthermore, you shall indemnify and hold us harmless from all liabilities, Chargebacks/reversals, expenses, costs, fees and fines arising from such transferee's or assignee's Submission of Card transactions to us for processing.
- b. For the payment services provided by us, we require access to an account in which we may initiate both credits and debits. You may not create any lien, encumbrance or contingent obligation that would require the transfer of any payments or proceeds from Card transactions covered by this Agreement to the custody or control of any third party that is not your affiliate. You may not assign any rights, including the right of payment under this Agreement, to any other entity that is not your affiliate. If you make an assignment (or provide a security interest) of receivables covered by this Agreement, then we may, at our option, elect to (a) refuse to acknowledge such assignment unless accompanied by an authorization to both initiate debits or credits to the bank account of the assignee, (b) terminate this Agreement immediately, or (c) charge for any transfers that we are called upon to make manually to fulfill such an assignment at the rate of \$100 per transfer.
- c. Except as set forth elsewhere in this section and as provided in the following sentence, this Agreement shall be binding upon successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, or other person charged with taking custody of a party's assets or business, shall have any right to continue, assume or assign this Agreement.

13. Legal responsibility.

- a. Upon request, you shall provide, and/or cause to be provided, to us and our Affiliates, or our representatives or regulators (as well as those of the Card Organizations) reasonable access to your or your providers' facilities and records for the purpose of performing any inspection and/or copying of your books and/or records deemed appropriate to verify your compliance with the terms and provisions of this Agreement.
- b. You will provide us with written notice of any judgment, writ, warrant of attachment, execution or levy against any substantial part (25% or more in value) of your total assets not later than three (3) days after you become aware of it.

14. Indemnification. You agree to indemnify and hold us and the Card Organizations and any third parties engaged to provide the Services described within this Service Description, harmless from and against all Losses:

- a. Resulting from the inaccuracy or untruthfulness of any representation or warranty, breach of any covenant or agreement or any misrepresentation by you under this Agreement;
- b. Arising out of your or your employees', agents', or third parties' negligence or willful misconduct, in connection with this Agreement, Card transactions or otherwise arising from your or Your Customer's provision of goods and services to Cardholders;
- c. Arising out of your use or improper use of the Service; or
- d. Arising out of any third party indemnifications we are obligated to make because of your actions (including indemnification of any Card Organization or Issuer).
- e. Resulting from the unavailability of a PCI DSS Attestation of Compliance for the Service.

15. Waiver of jury trial.

ALL PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.

16. **Compliance with laws.** In performing its obligations under this Agreement, each party agrees to comply with all laws and regulations applicable to it. You further agree to cooperate and provide information requested by us, as we determines necessary, to facilitate our compliance with any applicable law including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control of the US Department of the Treasury. Without limiting the foregoing, you acknowledge and agree that "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulations GG ("Restricted Transactions") issued thereunder are prohibited from being processed through your Account or any relationship between you and the us. You represent and warrant that you will not submit such Restricted Transactions for processing through your Account. You further acknowledge and agree that you will not use the Service for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or those involving any Person listed on the U.S. Department of Treasury, Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons List (available at www.treas.gov/ofac) or the U.S. Department of State's Terrorist Exclusion List (available at www.state.gov) or the processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control ("OFAC") or in connection with illegal activity of any kind. In the event we identify a suspected restricted transaction, we will provide you with prompt notice and may block or otherwise prevent or prohibit such transaction, we may close the Account or end the relationship, and we may seek any other remedies available to us under this Agreement or otherwise.
17. **Limitations on liability.**
NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN ADDITION TO THE LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT, OUR LIABILITY WITH RESPECT TO ANY DELAY IN PROCESSING TRANSACTIONS FOR ANY REASON, OTHER THAN FOR ANY REASON DESCRIBED IN SECTIONS 3.3 OR 3.5 OF EXHIBIT A, WILL BE LIMITED TO INTEREST COMPUTED FROM THE DATE THAT YOU SUBMIT THE TRANSACTION TO THE DATE THAT WE FUND THE TRANSACTION AT THE RATE OF THE FEDERAL FUNDS, AS SET BY THE FEDERAL RESERVE BANK OF NEW YORK, NEW YORK FROM TIME TO TIME.
18. **Third party beneficiaries.** Our respective Affiliates we use in providing the Service, including the Secure Capture Service and the Disbursement Messaging Service are third party beneficiaries of this Agreement and each of them may enforce its provisions as it was a party hereto. Except as expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any Person or entity other than the parties any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this Agreement.
19. **Survival.** Expiration or termination of this Agreement will not terminate the obligations and rights of the parties under this Agreement, expressly including Sections 4, 5, 9 (f), 14, 15, 17, 18 and this 19. Your obligations to pay or reimburse us for any fees associated with transactions you have submitted to us will survive termination of this Agreement until paid-in-full and settled.

Exhibit A

Card Processing Addendum

Preface:

Cards present risks of loss that are different than those with other payment systems. In using our Service, you should be aware that you are also accepting these risks. Visa U.S.A, Inc. ("Visa") MasterCard Worldwide ("MasterCard"), Pulse, NYCE, Star, and any other that may be added from time to time, are Card Organizations. Disbursement transactions are electronically transferred from banks (in the case of Visa and MasterCard transactions) or Card Organization Acquirers that acquire them from entities such as yourself (these banks and Card Organization acquirers are referred to as "Acquirers") through the appropriate Card Organization, to the Issuers. In order to speed up the payment process, the funds are transferred through the Card Organization to the Cardholder at approximately the same time as the disbursement request. Transactions are final and not retractable or reversible by you. Bank and Card Organizations may be able to make a request for reversal or adjustment on behalf of the Customer, however these requests may go unfulfilled and may incur fees. While we can attempt to reverse a transaction to the Issuer, we can only do so if the Issuer agrees to accept it. While you may still be able to pursue claims directly against that customer, neither we nor the Issuer will be responsible for such transactions. It is the Customer's sole responsibility to make sure transactions are accurate because once presented, they become final. Even though the payments under this system are made simultaneously, all payments made through the Card Organizations on occasion are subject to reversals and adjustments by Bank, card issuers, or Card Organizations. Each Card Organization has developed Card Organization Rules that govern their Acquirers and Issuers and the procedures, responsibilities and allocation of risk for this process. You are also bound by Card Organization Rules and applicable laws and regulations. We do not decide what transactions are reversed or charged back and we do not control the ultimate resolution of the Chargeback or Reversal. You will be responsible for all adjustments associated with the transactions that you submit for processing. Please refer to the Glossary for capitalized terms used in the Agreement, including this Preface (if not defined above).

PART I: CARD SERVICES

Card General Terms

1. Push to Card Services

Subject to Card Organization Rules, Push to Card Services may be performed by us or our agents, including, without limitation, our respective Affiliates, including the provision of equipment and local support functions in connection with this Agreement.

2. Operating Procedures; Card Organization Rules and compliance

You agree to follow all requirements of this Agreement in connection with each Card transaction and to comply with all applicable Card Organization Rules, including, without limitation, the data security requirements described in Section 7. From time to time, we may amend the Operating Procedures, by providing you with at least twenty (20) days' prior written notice, and those provisions will be deemed incorporated into this Agreement. However, for changes in the Card Organization Rules or for security reasons, certain changes in Card procedures may become effective on shorter notice. If there are any inconsistencies between the General Terms and the Operating Procedures, the General Terms will govern. You are responsible for staying apprised of all applicable changes to the Card Organization Rules and maintaining compliance with the card Organization Rules. Card Organization Rules may be available on the web sites such as

http://usa.visa.com/merchants/operations/op_regulations.html and <http://mastercardmerchant.com>.

These links may change from time to time. The parties acknowledge that the Card Organization Rules give applicable Card Organizations certain rights to require termination or modification of this Agreement with respect to transactions involving the applicable Card Organization(s). The parties also acknowledge that issuers of other Cards, for which we perform services on your behalf, may have similar rights under their applicable Card Organization Rules with respect to this Agreement's applicability to transactions involving such other Cards.

3. Settlement of Card transactions

- 3.1 We will only be required to settle Card transactions for Card types specified by us. Promptly after presentment of Customer Disbursement, we will initiate a transfer of the applicable settlement funds to Cardholder.
- 3.2 All funds in your Customer Funding Account are subject to, among other things, our right to deduct fees, our final audit, reversals and adjustments (including our related Losses), fees and fines imposed on us by the Card Organizations as a result of your acts or omissions. You agree that we may debit or credit your Customer Funding Account for any deficiencies, overages, fees and pending reversals and adjustments and any other amounts owed to us or any of our respective Affiliates, or we may deduct such amounts from reversal/adjustment funds or other amounts due to you from us, or our respective Affiliates which are involved in providing the Service. You further agree we can offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in your name or accounts guaranteed by you, any of your principals, guarantors or authorized signors, provided that we provide you reasonable notice of such issues and look first to the Customer Funding Account for any amounts which may be owed.
- 3.3 We will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by you or any other Person.
- 3.4 In addition to any other remedies available to us under this Agreement, you agree that should any Event of Default occur, we may, with reasonable prior notice and acting reasonably and in good faith, change processing or payment terms and/or suspend debits or credits of any and all funds, money and amounts now due or hereafter to become due to you pursuant to the terms of this Agreement, until we have had reasonable opportunity to investigate such event.
- 3.5 You acknowledge and agree that transfers to and from the Customer Funding Account shall be based on the account number and routing number supplied by you. We are not responsible for detecting errors in any Customer Funding Account information you provide, including the account numbers and routing numbers, even if any of those numbers do not correspond to the actual Wells Fargo account owned by you.

- 3.6 This Agreement is a contract whereby we are extending financial accommodations to you within the meaning of Section 365(c) of the U.S. Bankruptcy Code. Your right to receive any amounts due or to become due from us is expressly subject and subordinate to setoff, lien, security interest and our rights to withhold settlement funds under this Agreement, without regard to whether such setoff, lien, security interest and the withholding of settlement funds rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.
4. **Fees; adjustments; collection of amounts due**
- 4.1 In consideration of the Service provided by us, you shall be charged, and hereby agree to pay us any and all fees set forth in this Agreement, all of which will be calculated and payable pursuant to the terms of this Agreement and any additional pricing supplements or subsequent communications.
- 4.2 You are responsible for utilizing software or services that will correctly submit these transactions to achieve the indicated billing.
- 4.3 The fees for the Service set forth in this Agreement may be adjusted to reflect increases or new fees imposed by us or Card Organizations. All such adjustments shall be your responsibility to pay and shall become effective upon the date any such change or addition is implemented by us or the applicable Card Organization or third party as specified in our notice to you.
- 4.4 We may also increase our fees or add new fees for the Service for any other reason at any time, though no more than once per year by notifying you in writing thirty (30) days prior to the effective date of any such change or addition.
- 4.5 You hereby authorize us to initiate credit and debit entries and adjustments to your Customer Funding Account for amounts due under this Agreement and under any agreements with us or our respective Affiliates for any products or services, as well as for any credit entries in error.
- 4.6 You agree to pay any fines imposed on us by any Card Organization resulting from Chargebacks/Reversals and any other fees or fines imposed by a Card Organization with respect to your acts or omissions. You are responsible for any fines or fees imposed on us as a result of acts or omissions by your agents or third parties.
- 4.7 You agree to promptly and carefully review your reports and bank statements or other documents provided or made available to you (physically, electronically or otherwise provided by us or others) reflecting Card transaction activity, including, activity in your Customer Funding Account. If you believe any adjustments should be made with respect to your Customer Funding Account, you must notify us in writing within sixty (60) days after any debit or credit is, or should have been effected or such shorter period as provided in the terms and conditions that govern such account. If you notify us after sixty (60) days, we shall have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters shall not create any obligation to continue such investigation or any future investigation.
- 4.8 If you do not pay us all fees and any other amounts due under this Agreement within thirty (30) days of the date of our statement setting forth the amount due, then we may, in our sole discretion, charge you interest, for such time that the amount and all accrued interest remain outstanding at the lesser of (i) the per annum rate equal to Bank's then current prime rate plus two percent (2%), based on a 360 day year, or (ii) the maximum rate permitted by applicable law.

4.9 Other debits. We may also debit your Customer Funding Account or your settlement funds in the event we are required to pay Card Organization fees, charges, fines, penalties or other assessments as a consequence of your transactional activities. Such debits shall not be subject to any limitations of time specified elsewhere in the Agreement, including, without limitation the following, which we may add to or delete from this list as changes occur in the Card Organization Rules or our Operating Procedures pursuant to Section 2:

- Card Organization fees, charges, fines, penalties, registration fees, or other assessments including any fees levied against us or any amount for which you are obligated to indemnify us.
- Transactions posted to your account in error.
- Credit for Summary Adjustment not previously posted.
- Credit for Chargeback/Reversal that posted to your account.
- Costs or expenses associated with responding to any subpoena, garnishment, levy or other legal process associated with your account in an amount no less than \$150.00.

5. Customer representations, warranties, and covenants

5.1 Without limiting any other warranties under the Agreement, you represent, warrant to and covenant with us, and with the submission of each Customer Disbursement reaffirm, that to the best of your knowledge, information and belief the following representations, warranties and/or covenants are true and correct:

- 5.1.1 Each Card transaction is genuine and arises from a bona fide transaction permissible under the Card Organization Rules by the Cardholder directly with you, represents a valid obligation for the amount shown on the Customer Disbursement or Credit Draft, and does not involve the use of a Card for any other purpose;
- 5.1.2 The amount of the Card transaction is not subject to any dispute, setoff or counterclaim;

- 5.1.3 With respect to each Card transaction, you have no knowledge or notice of any fact, circumstances or defense which would indicate that such Card transaction is fraudulent or not authorized by the related Cardholder;
- 5.1.4 Each Card transaction is made in accordance with these General Terms, Card Organization Rules and the Operating Procedures;
- 5.1.5 Each Customer Disbursement is free of any alteration not authorized by the related Cardholder;
- 5.1.6 You have not changed the nature of your business, Card processing practices, or types of products or services sold requiring a different Merchant Category Code ("MCC") under Card Organization Rules, in a way not previously disclosed to us;
- 5.1.7 The Card transaction is not a payment that violates federal, state or local law in any jurisdiction that may be applicable.

6. Confidentiality of Card information

6.1 Unless you obtain consents from us and each applicable Card Organization, Issuer and Cardholder, you must not use, disclose, store, sell or disseminate any Cardholder information obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders) except for purposes of completing and settling Card transactions and resolving any Chargebacks/reversals, Retrieval Requests or similar issues involving Card transactions, other than pursuant to a court or governmental agency request, subpoena or order. You shall use proper controls for and limit access to, and render unreadable prior to discarding, all records containing Cardholder account numbers and Card imprints. If you store any electronically captured signature of a Cardholder, you may not reproduce such signature except upon our specific request.

6.2 You acknowledge that you will not obtain ownership rights in any information relating to and derived from Card transactions. Cardholder account numbers, personal information and other Card transaction information, including any databases containing such information, may not be sold or disclosed to a third party as an asset upon a bankruptcy, insolvency or failure of Customer's business. Upon a bankruptcy, insolvency or failure of your business all Card transaction information must be returned to Bank or acceptable proof of the destruction of all Card transaction information must be provided to Bank.

B. OPERATING PROCEDURES

This part of the Agreement (through Section 7.7) describes the procedures and methods for submitting disbursement transactions and, responding to Chargebacks/reversals and other aspects of the operations of our services. The Operating Procedures contained in this part focus primarily on the MasterCard and Visa Card Organization Rules, and seek to provide you with the principles for a sound Card program; however, you should consult the Card Organization Rules for complete information and to ensure full compliance with them. They are designed to help you decrease your chargeback/reversal liability and train your employees. The requirements set forth in these Operating Procedures will apply unless prohibited by law. You are responsible for following any additional or conflicting requirements imposed by your state or local jurisdiction. You agree to follow all requirements of this Agreement in connection with each Card transaction and to comply with all applicable Card Organization Rules, including, without limitation, the data security requirements described in Section 7. From time to time, we may amend the Operating Procedures, by providing you with at least twenty (20) days' prior written notice, and those provisions will be deemed incorporated into this Agreement. However, for changes in the Card Organization Rules or for security reasons, certain changes in Card procedures may become effective on shorter notice. If there are any inconsistencies between the General Terms and the Operating Procedures, the General Terms will govern. You are responsible for staying apprised of all applicable changes to the Card Organization Rules and maintaining compliance with the Card Organization Rules.

7. Data security

THE FOLLOWING IS IMPORTANT INFORMATION REGARDING THE PROTECTION OF CARDHOLDER DATA. PLEASE REVIEW CAREFULLY AS FAILURE TO COMPLY CAN RESULT IN SUBSTANTIAL FINES AND LIABILITIES FOR UNAUTHORIZED DISCLOSURE AS WELL AS TERMINATION OF THIS AGREEMENT.

- 7.1 **Payment Card Industry Data Security Standards (PCI DSS).** Visa and MasterCard aligned data security requirements to create a global standard for the protection of Cardholder data. The resulting Payment Card Industry Data Security Standards (PCI DSS) defines the requirements with which all entities that store, process, or transmit payment card data must comply. PCI DSS is the name used to identify those common data security requirements. The Cardholder Information Security Program (CISP) is Visa USA's data security program and the Site Data Protection (SDP) program is MasterCard's data security program each based on the PCI DSS and industry aligned validation requirements. PCI DSS PCI compliance validation is focused on Customer Equipment (as defined below) where Cardholder data is processed, stored, or transmitted, including:
- All external connections into your Card Organization (i.e., employee remote access, third party access for processing, and maintenance).
 - All connections to and from the Customer disbursement environment (i.e., connections for employee access or for devices such as firewalls, and routers); and
 - Any data repository outside of the Customer disbursement environment.

For the purposes of this Section 7, "Customer Equipment" means any and all equipment you use in connection with Customer disbursement, clearing, completing, settling, transmitting or other related processing, including, without limitation, all telecommunication lines and wireless connections and software, systems, point-of-sale terminals, card readers, merchandise and card scanners, printers, PIN pad devices and other hardware, whether owned by you, Third Party Providers or other Persons used by you. The Card Organizations or we may impose

finances or penalties, or restrict you from processing Cards if it is determined that you are not compliant with the applicable data security requirements. We may in our sole discretion, suspend or terminate the Service under this Agreement for any actual or suspected data security compromise. You agree that you will not submit any Customer Disbursement until you have read and understood the PCI DSS, CISP, SDP and DISC for which you acknowledge we have provided you sufficient information to obtain, and you will be deemed to have done so upon our receipt of your request or submission of any Customer Disbursement. You must comply with the data security requirements described in this Section 7.1, including without limitation, PCI DSS, SDP and CISP, DISC, and any additional Card Organization requirements applicable to payment applications and transactions. Detailed information about PCI DSS, can be found at the PCI DSS Counsel's website: www.pcisecuritystandards.org.

Detailed information about Visa's CISP program can be found at Visa's CISP website: www.visa.com/cisp

Detailed information about MasterCard's SDP program can be found at the MasterCard SDP website: www.mastercard.com/sdp

7.2 **Data Security Requirements. You must comply with the data security requirements shown below:**

- You must install and maintain a secure Card Organization firewall to protect data across public Card Organizations.
- You must protect stored data and data sent across Card Organizations using methods indicated in the PCI DSS.
- You must use and regularly update anti-virus software and keep security patches up-to-date.
- You must restrict access to data by business "need to know," assign a unique ID to each person with computer access to data and track access to data by unique ID.
- You must not use vendor-supplied defaults for system passwords and other security parameters.
- You must regularly test security systems and processes.
- You must maintain a policy that addresses information security for employees and contractors.
- You must restrict physical access to Cardholder information.

- You may not transmit Cardholder account numbers to Cardholders for Internet transactions.
- You cannot store or retain Magnetic Stripe data, PIN data or AVS data. Only Cardholder account number, Cardholder Name and Cardholder expiration date can be retained subsequent to a disbursement transaction.
- You must destroy or purge all Media containing obsolete transaction data with Cardholder information.
- You must keep all systems and Media containing Card account, Cardholder or transaction information (whether physical or electronic) in a secure manner so as to prevent access by, or disclosure to any unauthorized party.
- For Internet transactions, copies of the transaction records may be delivered to Cardholders in either electronic or paper format.
- You must use only services and Customer Equipment that have been certified as PCI DSS compliant by the Card Organizations.

7.3 Compliance Audits. You may be subject to ongoing validation of your compliance with PCI DSS standards. Furthermore, we retain the right to conduct an audit at your expense, performed by us or a third party designated by us to verify your compliance, or that of your agents or Third Party Providers, with security procedures and these Operating Procedures. No more than one audit a year will be performed except upon reasonable cause to believe a lack of compliance may be present. Such audits will be upon reasonable prior notice and conducted in a manner designed to minimize disruption to your ongoing business operations. In any event, upon request, you shall provide us with copies of any and all reports developed by your forensic vendor(s), and you shall ensure that we have direct communication access with such forensic vendor(s).

7.4 Immediate Notice Required. In the event that transaction data is known or suspected of having been accessed or retrieved by any unauthorized Person, you must contact us immediately and in no event more than 24 hours after becoming aware of such activity.

7.5 Investigation. You must, at your own expense (i) perform or cause to be performed an independent investigation, including a forensics analysis performed by a certified forensic vendor acceptable to us and the Card Organizations in accordance with Card Organization standards, of any data security breach of Card or transaction data, (ii) provide a copy of the certified forensic vendors final report regarding the incident to us and the Card Organizations, (iii) perform or cause to be performed any remedial actions recommended by any such investigation, and (iv) cooperate with us in the investigation and resolution of any security breach. Notwithstanding the foregoing, if required by the Card Organization, we will engage a forensic vendor approved by a Card Organization at your expense. You must cooperate with the forensic vendor so that it may immediately conduct an examination of Customer Equipment, and your Third Party Providers' procedures and records and issue a written report of its findings until such investigation is complete. This provision shall survive termination.

7.6 Third Party Providers. The data security standards set forth in this Section 7.6 also apply to your Third Party Providers. Before you engage any Third Party Provider, you must provide to us in writing (a) the Third Party Provider's legal name, (b) contact information, and (c) intended function. You acknowledge and agree that you will not use, or provide Cardholder data access to, any Third Party Provider until you receive our approval and, if required, confirmation of our registration of that Third Party Provider with applicable Card Organizations. You must ensure that you and Third Party Providers: (i) comply with the registration process which can involve site inspections, background investigations, provision of financial statements, and any other information required by a Card Organization; (ii) comply with the periodic and other reporting required by a Card Organization; and (iii) comply with all applicable Card Organization Rules, including without limitation, those requiring security of Cardholder data. You may allow Third Party Providers access to

Cardholder data only for purposes authorized under and in conformance with the Card Organization Rules. You are responsible for all our costs and expenses associated with our review, approval, certification (and recertification as required by us or the Card Organization Rules) and registration of any Third Party Providers.

Your use of the Service, equipment, software, systems, materials, supplies or resources of third parties regarding your Card transactions processing, including, without limitation, Third Party Providers and any third party lessors or licensors, will not affect your obligations under this Agreement to us which will apply to the same extent as if you had not used them. We have no liability or responsibility to you or others regarding these third parties, even if we referred them to you. These third parties are your agents, and you are solely responsible for (i) determining whether they can meet your needs and standards, (ii) their actions, inactions and compliance with the terms of this Agreement and the Card Organization Rules and (iii) any and all fees, costs, expenses and other obligations owed to them by you or owed by them to us or to Card Organizations.

7.7 Costs. If you or a Third Party Provider (or other Person used by you) are determined by any Card Organization, regardless of any forensic analysis or report, to be the likely source of any loss, disclosure, theft or compromise of Cardholder data or Card transaction information (together, "**Compromised Data Events**") and regardless of your belief that you have complied with the Card Organization Rules or any other security precautions and are not responsible for the Compromised Data Event, you must promptly pay us for all related Losses and Issuer reimbursements imposed by the Card Organizations against us (together, "Data Compromise Losses"). In addition to the foregoing, you must also pay us promptly for all expenses and claims made by Issuers against us alleging your responsibility for the Compromised Data Event, apart from any claim procedures administered by the Card Organizations.

If this application for business credit is denied you may obtain a written statement of the specific reasons for the denial. To obtain the statement, please contact your relationship manager within sixty (60) days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within thirty (30) days of receiving your request.

Glossary

Account Agreement means the applicable account agreement governing your Account.

Acquirer means us in the case of MasterCard, Visa and certain debit networks that acquire Card sale transactions from customers such as yourself.

Bankruptcy Code means Title 11 of the United States Code, as amended from time to time.

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.

Card means a Credit Card and/or a Debit Card.

Cardholder is the person whose name is embossed on a Card and any authorized user of such Card, including the person that has entered into an agreement establishing a Card account with an Issuer.

Cardholder Data means detokenized payment card primary account numbers and associated cardholder data.

Card Organization is any entity formed to administer and promote Cards, including without limitation MasterCard Worldwide ("MasterCard") and Visa U.S.A., Inc. ("Visa") and any applicable debit Card Organizations, including NYCE, Pulse and Star and for purposes of the Push to Card Service Description is limited to an entity that is available in the Push to Card Service and processes Customer Disbursement Transactions to Cards.

Card Organization Rules means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association.

Chargeback/Reversal is a Card transaction (or disputed portion) that is returned to us by the Issuer including reversal of Customer Disbursement Transactions.

Credit means a refund or price adjustment given for a previous purchase transaction.

Credit Card is a device bearing a valid Organization Mark of Visa or, MasterCard and authorizing the Cardholder to buy goods or services on Credit and, to the extent the Schedules so provide, a valid device authorizing the Cardholder to buy goods or services on Credit and issued by any other Card Organizations specified on such Schedules.

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

Customer Disbursement Transaction means a funds transfer transaction initiated by a Customer on its own behalf to Recipient's Card through the Push to Card Service.

Customer Funding Account means a commercial deposit account established at Bank and funded by a Customer to fund its Customer Disbursement Transactions.

Customer Request means a request for a Customer Disbursement Transaction submitted through Push to Card Channel and sending the Disbursement Information directly through the Push to Card Channel.

Debit Card is a PIN Debit Card and/or a Non-PIN Debit Card.

Disbursement Information means the following information in electronic format in a form approved by Card Organizations and/or Bank with respect to each Customer Disbursement Transaction: (1) the Instructions as set forth in the Service Description including the Addendum; and (2) any other minimum amount of information necessary in order to process a Customer Disbursement Transaction through the relevant Card Organization, as stated in the applicable Card Organization Rules.

Disbursement Messaging Service means the technology owned exclusively by a Card Organization that provides secure financial messaging services to facilitate funds transfers by Bank from the Customer Funding Accounts through a Card Organization to Recipient's Card.

Disbursement Recipient means a consumer or Small Business recipient of a payment with Zelle®.

Governmental Authority means any federal, territorial, state or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing.

Instant Payments are funds transfers sent through an Instant Payments system.

Instant Payments Message means certain message types available through an Instant Payments system.

Instant Payment Rules means the rules, agreements, technical specifications, standards and other requirements, and any other Applicable Law governing an Instant Payments system.

Issuer is the financial institution or Card Organization (or other Entity authorized by a Card Organization) which has issued a Card to a person.

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

Marks means names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

Master Agreement means the Master Agreement for Treasury Management Services.

Magnetic Stripe is a stripe of magnetic information affixed to the back of a plastic Credit or Debit Card. The Magnetic Stripe contains essential Cardholder and account information.

Media means the documentation of monetary transactions (i.e., Customer Disbursement Transaction, Credit Drafts, computer printouts, etc.)

Non-PIN Debit Card is a device with either a Visa or MasterCard Mark that is tied to a Cardholder's bank account or a prepaid account and which is processed without the use of a PIN.

Operating Procedures means the information containing operational procedures, instructions and other directives relating to Card transactions. The current Operating Procedures are set forth in Part B of this Exhibit A.

PAN Truncation is a procedure by which a Cardholder's copy of a Credit Draft, or as required by applicable law, the Credit Draft that you retain, will only reflect the last four digits of the Card account number.

Payment Instructions remittance information you send with a payment.

PIN means a Personal Identification Number entered by the Cardholder to submit a PIN Debit Card transaction.

PIN Debit Card is a device bearing the Marks of ATM Card Organizations (such as NYCE, Star) used at a customer location by means of a Cardholder-entered PIN in the customer PIN Pad. Signed by you that is/ are the sponsoring or acquiring bank(s) for certain PIN Debit Card Organizations.

PINless Transaction means a Debit Card transaction that a customer submits to us for settlement/funding transactions with neither a PIN nor Signature.

Point of Sale (POS) Terminal means a device placed in a customer location which is connected to the processor's system through telephone lines and is designed to authorize, record and transmit settlement data by electronic means for all sales transactions with a processor.

Prepaid Card means a prepaid card account established by a bank or other financial institution in the United States with an associated access device that is enabled for use through a Card Organization.

Prohibited Categories means those categories of disbursements prohibited by a Card Organization and/or Bank, as provided or otherwise made available to you by Bank, which may be updated from time to time, and which shall in all cases include payday loans.

Push to Card Channel means the application programming interface (API) designated and maintained by Bank for the Push to Card Service or any other channel designated and maintained by Bank for the Push to Card Service from time to time, the technical specifications and other details, which are provided to Customer.

Push to Card Service means the secure financial messaging service made available to Customer through Bank under this Service Description.

Recipient means an individual or entity designated by a Customer in order to receive funds through a Customer Disbursement Transaction.

Recipient Account Information means a Recipient's name, Card number, and card expiration date.

Request for Return of Funds means an Instant Payments Message sent in accordance with applicable Instant Payment Rules requesting that a beneficiary return one or more Instant Payments sent to such beneficiary.

Reserve Account is an account established and funded at our request or on behalf, pursuant to Section 11 of the Agreement.

Small Business means a privately owned corporation, partnership or sole proprietorship that maintains an eligible deposit account with a Zelle Network® participant that is eligible to receive payments with Zelle® under the Zelle Network® rules.

Submission means the process of sending Batch deposits for processing. This may be done electronically or by mail.

Summary Adjustment means an adjustment to your Submission and / or Settlement Accounts in order to correct errors.

Third Party Provider is any person engaged by you to provide services to you involving or relating to (i) access to Cardholder data, transaction data or information related to either Cardholder data or transaction data or (ii) PIN encryption, including without limitation, Encryption Service Organizations (ESOs).

Token Information means the Payee's email address or U.S. mobile phone number you provide in the Payment Instructions.

Transaction Data means cardholder information, dates, amounts, and other data from your transactions.

Unregistered Payee Feature means an optional feature of Zelle® Disbursements through which we or Zelle® automatically send enrollment instructions to your intended Disbursement Recipients who are not enrolled with Zelle® at the time that you send us your Payment Instruction.



Check Disbursements and Fraud Prevention Services Service Description

Treasury Management

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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
- f. 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 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 on Wells Fargo VantageSM f/k/a Commercial Electronic Office[®] or CEO[®] ("Vantage"). 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 Vantage. 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.
- 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 Vantage, you will use Vantage to communicate your instruction regarding the Exception Check to us.
 - 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.** Your "Default Option" is the action we take for each Exception Check listed in the Exceptions Report (see subsection 5) if you do not instruct us to pay or return it before the Decision Deadline (see subsection 5(b)). You may choose one of these Default Options:
- "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).
 - "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.**
- Description of Payee Validation Service.** When you enroll in our optional Payee Validation Service, we will do the following:
 - 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.
 - 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.
 - 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.
 - When we do not perform payee validation.** We will not perform any payee validation review with respect to a Check if:
 - The Check is less than the Payee Validation Threshold,
 - The payee's name on the Check is handwritten instead of machine-printed,
 - You fail to include the payee's name on the Check in your Check Issue Data,
 - We do not receive your Check Issue Data for the Check before our Cutoff Time, or
 - You request we add the payee's name manually to Check Issue Data you have previously provided to us.
 - Exceptions to reimbursement.** We will not reimburse you for losses resulting from an unauthorized alteration in the payee's name if:
 - The Check with the unauthorized alteration is hand-written, or
 - 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,
 - iii. It is not printed by the maker,
 - iv. It does not utilize MICR ink for the account and routing information, or
 - v. 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 Vantage 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 Vantage 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 Vantage or return transmission.
- 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 checks and other paper Items presented for payment 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. For purposes of this Payment Authorization 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.

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 for payment on your Account 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 presented to us for payment on your Account 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 which are presented to us for payment on your Account 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. **Requirements for Controlled Disbursement Check stock.** You will ensure each Check:
 - a. Contains your account number and our routing number on the MICR line of the check.
 - b. Complies with all other requirements we communicate to you.
 - c. Is not issued until we notify you that your Check stock meets our specifications.
 - d. Does not include instructions for the payee to print the Check themselves.
3. **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.

4. 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).

5. 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).

6. 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.

7. 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.

- 8. 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.

9. **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.
10. **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:
- Your performance or failure to perform your obligations in accordance with this Service Description,
 - Us acting on any information you provide us in any Service Documentation or otherwise,
 - 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,
 - 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,
 - Our nonpayment of a Debit, unless the nonpayment results directly and proximately from our gross negligence or willful misconduct,
 - 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,
 - 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
 - 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.
11. **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:
- You fail at any time to fund the Funding Account as required in this Service Description,
 - 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
 - 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.
- 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.
12. **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 ("CDM 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 CDM Checks, or authorize the drawing or presentment of CDM 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. **CDM Check issuance; Issue Files.** You must identify and describe each CDM 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 CDM Check listed in a particular Issue File (each an "Issue Record") the appropriate Client ID for the Client on whose behalf you issued the CDM Check. You agree that you will not mail, transmit, send, deliver or otherwise issue or distribute any CDM Check until you have properly transmitted to us an Issue File containing the corresponding Issue Record for that CDM Check. We will compile the information in each Issue File and incorporate that information in our cumulative CDM data base of issued and outstanding CDM Checks (the "Issue File Data Base").
10. **Presentment and payment of CDM 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 CDM 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 CDM 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 CDM 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 CDM 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:
 - a. Includes "PAYABLE THROUGH WELLS FARGO BANK, N.A." on the face of the Draft; and
 - b. Contains your account number and our routing number on the MICR line of the Draft.
 - c. Comply with all other requirements we communicate to you.
 - d. Is not issued until we notify you that your Draft stock meets our specifications.
 - e. Does not include instructions for the payee to print the Draft themselves.
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 Vantage. 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 Vantage 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:
 - 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 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.
- 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 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.**

- 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 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:
 - a. Includes "PAYABLE THROUGH WFB, N.A." on the face of the Draft; and
 - b. Contains your account and our routing number on the MICR line of the Draft.
 - c. Comply with all other requirements we communicate to you.
 - d. Is not issued until we notify you that your Draft stock meets our specifications.
 - e. Does not include instructions for the payee to print the Draft themselves
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 Vantage. 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 Vantage 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 11(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.



Automated Payables 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 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:

- Payment Manager®
- Payables Reconciliation
- Bill Manager

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 on Wells Fargo VantageSM, formerly known as Commercial Electronic Office® or CEO® (hereinafter "Vantage"). 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

Payment Manager

1. Description of Service.

- a. **Payment Manager® service.** With the Payment Manager Service, you can send a Payment File to us directly from your treasury workstation, Enterprise Resource Planning (ERP) system, or other accounts payable system. Based on your Payment File, we generate (a) payments to your Payees from your Account, and (b) remittance data regarding each payment. Payment types include ACH, SEPA or other similar automated transfer, wire transfer, check, Disbursements with *Zelle*®, Instant Payments, and certain cards. We may add, modify or eliminate a payment type at any time. The payments are governed by the Service Documentation applicable to the payment type(s) you use. In the event of a conflict between the Service Documentation that applies to the payment type and this Service Description, the Service Documentation that applies to the payment type will control.
- b. **Payment Manager PlusSM enhanced remittance service.** With Payment Manager Plus, we use the delivery channel to which you and we separately agree to make Remittance Documents available to each of your Payees.
 - i. **Remittance Document.** A Remittance Document may be sent to a Payee by secure email, secure document delivery, fax or mail. You acknowledge that documents sent by fax are not secure. A Remittance Document will conclusively be deemed to have been received by the Payee when we make it available. We will not confirm receipt of or be liable for corruption or loss of data in a Remittance Document after we make it available.

2. **Payment File transmission.** You will prepare each Payment File and deliver it to us in accordance with the User Guides for the Service we separately make available to you. You will only use the Transmission Protocol to which you and we separately agree. You may use Vantage to upload Payment Files (within our applicable size limit). You agree to use the applicable Security Procedure when you send us Payment Files. You may deliver Payment Files to us, and we will acknowledge receipt of Payment Files, twenty-four hours a day, seven days a week.
3. **Payment File processing.** Each Business Day we will process Payment Files and make payments only according to the processing schedule we separately make available to you.
4. **Payment File validation.** We will inspect each Payment File we receive to confirm its format meets the requirements in the User Guide. Our inspection will not detect erroneous or missing information or unauthorized payments.
5. **Incomplete, rejected Payment Files.** If a Payment File is missing a required data field for a payment described in it or if we have identified other errors that prevent us from processing the Payment File, we may, without liability to you, reject the entire Payment File.
6. **Positive Pay Service.** If you issue checks through Payment Manager, we strongly recommend that you enroll in our Positive Pay Service. On the Business Day we print a check through the Payment Manager Service, we will add the check information to your positive pay check issue data, in accordance with the Positive Pay Service option in which you have enrolled.
7. **ACH Template Payments.** If you elect to enroll in this Service we will securely store Payee contact and bank account and routing information (together, "Payee information"). We will have no liability to you if a person we reasonably believe is authorized to act on your or your Payee's behalf (i) provides inaccurate Payee information to us, or (ii) is not actually authorized to act on your or your Payee's behalf. You will promptly notify us if you receive information indicating a scheduled payment may have been misdirected. We offer two options for providing this information to us:
 - a. **Electronic document delivery.** With our Electronic Document Delivery ("EDD") service, you provide Payee contact information to us by file transmission or through Vantage. We will not verify any of this Payee information and will have no liability to you or the Payee if any of this Payee information including any Payee account information you provide is incorrect. We use this information to populate a Payee database that you will use to originate ACH template payments. By transmitting the file to us, you certify that the Payee information in it is correct and complete.
 - b. **Supplier analysis and onboarding.** With our Supplier Analysis and Onboarding Service, Payees provide Payee information and Payee Commercial Card/P-card account information as described in the Wells Fargo Supplier Analysis & Onboarding Commercial Card Conversion Service Description. We use this information to populate a Payee database that you will use to originate ACH template payments. We will not verify any of this Payee information and will have no liability to you or the Payee if any of this Payee information including any Payee account information you provide is incorrect.
8. **Record retention.** You will keep a copy of a Payment File for 30 days from the date you send it to us. We will retain a copy of each Remittance Document for 120 days from the date it is first sent to a Payee.
9. **Survival.** Sections 1(a), 5, 7 and 8 of this Service Description will survive the termination of Services.

Payables Reconciliation

1. **Description of Service.** With this Service, we make information regarding payment transactions processed through your Account(s) available to you in a single, consolidated electronic file ("File") on the first Business Day after they post to your Account(s). The information we make available and the File specifications are described in the User Guide for the Service. The methods we use to make information available to you include without limitation BAI File Transfer, CSV, and ISO 20022 XML transmission. We reserve the right to modify the File specifications or remove or add to the methods we use to make information available to you from time to time upon notice.

Bill Manager

1. Description of Service. You may access both the Payables Service and the Receivables Service through Vantage.
 - a. Payables Service. You may send Bill Payments to your Payees from your Payables Account.
 - b. Receivables Service. You may send Bills to your Customers and initiate Receivables Payments from them. We will credit the Receivables Payments to your Receivables Account.
 - c. Third-Party Service Provider. We may use a TSP in providing the Service to you, including Bill.com. We may change or add a TSP at any time. You agree that we have the right to, and when you enroll in the Service you direct us to, provide information and documentation about you and your use of the Service to Bill.com or another TSP, including without limitation your name, address, taxpayer identification number and related forms or documents, entity organizational documents (such as articles or certificate of incorporation/formation/organization), bank account information (including with respect to the Payables Account and Receivables Account) and Authorized Users. Bill.com is a money services business and a licensed money transmitter, and the provider of money transmission services for the Service. Additional information on Bill.com's licenses is available at <https://app.bill.com/licenses>. Bill.com (or any successor TSP) is a third-party beneficiary of Sections 2 - 19 of this Service Description.
2. Payables Service.
 - a. Bill Payments. You may make a Bill Payment using Vantage. You agree to use the applicable Security Procedure when you make a Bill Payment. We or the TSP may send the payment electronically or by mailing a check to your Payee. We or the TSP may update the Payee's address and data, including bank routing information and account information, to match the account number, data or format required by the Payee's bank. We or the TSP will try to inform you of any returned Bill Payment and to provide you with a choice to void the Bill Payment and credit your Payables Account or to attempt to resend the payment to the Payee. If you don't provide us with instructions on what to do, you authorize us or the TSP to void the Bill Payment and credit your Payables Account. Neither we nor the TSP will be liable for any returned or resent Bill Payment.
 - b. Payment Date. We or the TSP will make the Bill Payments only on Business Days in accordance with the processing schedule made available to you separately online. You are responsible for making sure there is sufficient time for your Bill Payment to be paid by the appropriate due date. Where we use a TSP, if you invite a Payee to set up a Bill.com Network account, it may take several days to complete the verification process, and accordingly, any Bill Payments to your Payee may be delayed. You are solely responsible for all penalties, interest charges, and other late payment fees associated with Bill Payments delivered after the due date.
 - c. Your authorization for debit. You authorize us and the TSP to debit your Payables Account in increments or as a lump sum to make the Bill Payments. You also authorize us and the TSP to: (i) resend any ACH debits, to fund Bill Payments from your Payables Account, that are returned for insufficient or uncollected funds or for any other reason; and/or (ii) verify available funds in your Payables Account prior to resending any such ACH debits. You agree that your Payables Account will be enabled for ACH debits, and you agree to reimburse us and the TSP for all penalties and fees resulting from the rejection of an ACH debit relating to a Bill Payment (for insufficient funds or any other reason) or from your Payables Account not being enabled for ACH debits (such as the account being subject to an ACH debit block service). If a debit from your Payables Account is returned, we and the TSP may decline to make any additional Bill Payments or terminate your use of the Service. We also reserve the right to stop payment on any pending Bill Payments until the funding ACH debit is successfully paid. We and the TSP may make appropriate reports to credit reporting agencies, other financial institutions, tax agencies and law enforcement authorities, and we may cooperate with them in any resulting investigation or prosecution. We and the TSP also reserve the right to debit a Payee's account in the amount of any Bill Payment paid to the Payee on your behalf if the ACH debit from your Payables Account is returned because of insufficient funds or any other reason.
 - d. Right to reject payment. We and the TSP reserve the right to decline a Bill Payment. If a Bill Payment is missing required information or if we or the TSP have found other errors that prevent us from processing a Bill Payment, we or the TSP may, without liability to you, reject the Bill Payment less the cost of applicable fees. We and the

TSP are not required to confirm or authenticate the Bill Payment. We and the TSP have no duty to you to monitor or verify any Bill Payment. If we or the TSP take any actions in an attempt to detect unauthorized or erroneous Bill Payments, we and the TSP are not liable for not taking steps to correctly perform such actions. You must have sufficient collected and available funds in your Payables Account to cover the Bill Payment. If there are insufficient collected and available funds to cover a Bill Payment, we or the TSP may decline to process the Bill Payment. We and the TSP will have no liability or responsibility resulting from the rejection of any Bill Payment pursuant to this paragraph, including without limitation for any fees or penalties for late payment.

- e. Cancellation, amendment, stop payment. You may request cancellation, amendment or modification of scheduled Bill Payments by following the directions within the Service. Once processing has begun, you cannot cancel, reschedule or modify a Bill Payment, but you may make a stop payment request. Our ability to process a stop payment request depends on the payment method and whether or not the payment has been processed or the check has cleared. Stop payment requests should be made through the Service. While we will try to accommodate stop payment requests, we and the TSP will not be liable if we cannot stop the payment. We may charge you for additional fees associated with a stop payment request.
- f. Errors and liability. We and the TSP will not be liable or responsible for verifying that the amount of any Bill Payment is correct. Neither we nor the TSP will have any liability relating to or be involved in any dispute between you and your Payee regarding any Bill Payment, including disputes related to the timeliness of the Bill Payment, the account to which the Bill Payment was sent, or any overpayment and/or underpayment.

3. Receivables Service.

- a. Receivables Payments. By using the Service, you authorize us or the TSP to collect Receivables Payments from your eligible Customers for deposit into your Receivables Account. We or the TSP may decide whether your Customers may be eligible to send payments to you, and we may evaluate the financial condition and creditworthiness of your Customers. We or the TSP may refuse to initiate or accept any Receivables Payment. You are responsible for the payment instructions provided for any Receivables Payment, including any required authorizations or consents. Neither we nor the TSP will be obligated to credit a Receivables Payment to your Receivables Account if funding for the payment is not received from your Customer for any reason. Neither we nor the TSP will verify the accuracy of Bills or your Customers' payment amounts. Your initiation of a Receivables Payment through the Service authorizes us and the TSP to initiate an ACH debit on your behalf against an account of your Customer. You agree your Receivables Account is enabled to receive Receivables Payments, and you agree to reimburse us or the TSP for all penalties and fees resulting from the rejection of an ACH credit relating to a Receivables Payment or to the Receivables Account not being properly configured to accept Receivables Payments.
- b. Provisional credit; returns and reversals. Any credit to your Receivables Account for a Receivables Payment is provisional until we or the TSP successfully collect the funds from your Customer. If we or the TSP do not receive the funds from your Customer, or if any Receivables Payment is subject to a return, reversal or correction, you authorize us and the TSP to:
 - i. Debit your Receivables Account or any other Account for the amount of the Receivables Payment, and
 - ii. Deduct the amount of such Receivables Payment from other payments to be credited to your Receivables Account, whether or not received from the same Customer. You will pay any shortfall remaining after any such debit or deduction.

In some cases under Applicable Law, a Receivables Payment may be reversed up to several months after we receive it or may be invalidated. In that case, we or the TSP may debit the funds from your Receivables Account or deduct the amount from other payments to be credited to your Receivables Account as described above. You or your Customer are responsible for all penalties, interest charges, late payment fees and service fees associated with a failed Receivables Payment or any returned debits or credits.

- c. Your representations and warranties. You represent and warrant to us and the TSP the following:
 - i. You have:

- Obtained your Customer's authorization to debit the Customer's account for the Receivables Payment when you provide your Customer's bank account information to us or the TSP to debit, or
 - Instructed us, or the TSP through a Bill.com Network invitation, to obtain your Customer's authorization for the Receivables Payment on your behalf, when you do not provide your Customer's bank account information to us or the TSP.
- ii. You will issue each Bill only as agreed and authorized under your contract with the Customer and/or for products or services provided to your Customer, and will keep each Bill for a minimum of one year from the date of the Bill,
 - iii. The Receivables Payment amount will be the actual amount owed to you by your Customer under your agreement or for products or services, and
 - iv. You have received a copy of Federal Reserve Board Regulation E and will comply with that regulation at all times when using the Service.
4. Other services. You may also have access to the following additional Service options:
 - a. Bill indexing and document management. You may upload invoices, bills and other statements from your Payees to your Inbox. You should review your Inbox regularly, and you must designate each Inbox item as a new or existing bill or other document, and input details as required.
 - b. Workflow. Within the Payables Service, you may record and approve bills.
 - c. Sync. You may install software from the TSP that enables you to sync transactions processed through the Service with eligible accounting software programs.
 - d. Invoice management, creation and import. You may send invoices to Customers by email, issue reminders to Customers and also track the status of invoices. You may create invoices by entering Customer name and other information, or you may import invoices from eligible accounting software programs.
 5. Client Money Account. We may credit to the CMA that the TSP maintains with us the funds we receive by debiting your Payables Account for Bill Payments or the funds we receive from your Customers for Receivables Payments. You acknowledge and agree that:
 - a. The funds will be held in the CMA by the TSP, as agent and custodian, for the purposes of sending and receiving funds on your behalf. Even though the funds will be held in an account owned by the TSP, the funds are held solely for your benefit (subject to Section 5.e. below) and, as between you and the TSP, you are the principal with respect to those funds.
 - b. You appoint us as your agent to make and resolve any claims and enforce any rights on your behalf relating to your funds credited to the CMA.
 - c. The TSP may commingle your funds with other funds similarly collected from or for the benefit of others.
 - d. Your funds may become subject to garnishment, levy, subpoena and legal process served on us or the TSP, and to applicable escheatment laws.
 - e. We or the TSP may deduct and apply amounts held for your benefit in the CMA as described in Section 3.b. above, and we may otherwise setoff against amounts held for your benefit in the CMA for any obligation you owe us, as allowed by Applicable Law.
 - f. You have no right to directly access funds held in the CMA.
 6. Authorized Users. Each Authorized User will have their own Credentials. You authorize us and the TSP to follow any payment instructions or approvals provided by an Authorized User, whether or not the payment instructions are authorized by you. You will be responsible for any loss that occurs from the disclosure of any Credentials to a person who is not an Authorized User.
 - a. Super Users. A Super User is an Authorized User with elevated entitlements. There are two different types of Super Users, as described below.
 - i. Administrator: An Administrator may perform administrative functions on your behalf, which may and can include the following functions:
 - Setting up and terminating other Super Users or Collaborators,

- Setting up and informing Authorized Users of any limits or restrictions on their use of the Service, and controlling and enforcing any such limits or restrictions, and
 - Immediately notifying us of any actual or suspected loss, theft or unauthorized use of the Service, or of any actual or suspected security breach.
- ii. Payer: A Payer has the authority to make payments on your behalf.
- b. Collaborators. A Collaborator does not have the same entitlements as a Super User, but may perform certain functions within the Service. A Collaborator may include a Bill Approver, Clerk, Accountant, or Auditor.
7. Transaction restrictions. For security and risk management reasons, we or the TSP may set and/or modify restrictions regarding your use of the Service. These restrictions are solely for the protection of us and the TSP.
8. License. We grant you a nonexclusive, limited and revocable right to use the Service and Products as described in this Service Description. You shall not use the Service or Products for any other purpose, and will not copy, modify, or create derivative works of the Products or display, assign, sublicense, distribute, or otherwise transfer any interest in Products to any third party. Except for the rights granted here, all rights and title to all Products, including any improvements, modifications, and derivative works, shall at all times remain with us or the TSP. Products constitute trade secrets, and you agree to maintain them as secret, confidential and proprietary.
9. Bill.com Network. Where we use Bill.com as a TSP, you become a member of the Bill.com Network. By becoming a member of the Bill.com Network, you agree not to dispute any payments made from your accounts to another member of the Bill.com Network, provided that the transactions correspond to the terms of the contract(s) between you and the other member. You represent that your designated Payables Account and Receivables Account are enabled for ACH debits initiated on behalf of other Bill.com Network members and are not subject to an ACH debit block service that will prevent such debits. If such an ACH debit is charged to your designated accounts and rejected for insufficient funds, you agree the charge may be processed again at any time within thirty (30) days.
10. Further agreements. You further agree as follows:
- a. You will at all times maintain enough funds in the Payables Account and Receivables Account to meet all payment obligations, including returns, reversals, and associated fees, and will add funds immediately if we or the TSP notify you that the funds in an Account are insufficient.
 - b. You are responsible for verifying the accuracy of all information provided to us and the TSP, including payment instructions and other information related to Bill Payments and Receivables Payments, when using the Service.
 - c. You will be bound by and comply with all applicable electronic funds transfer laws and regulations and funds transfer system and clearing house rules then in effect, including but not limited to the Nacha Rules and RPPS Rules.
 - d. You agree to make the same representations and warranties, and agree to provide the same indemnities, to us or the TSP as we or the TSP must provide under the Nacha Rules, RPPS Rules or any other applicable funds transfer system or clearing house rules, for any transaction originated by the Service.
11. Disclaimer of Service warranties. You acknowledge that we and the TSP have not made any warranties to you relating to the Service. Your use of the Service is at your own risk. The Service is provided on an "as is" "where-is" and "where available" basis, and is subject to change at any time without notice. If you determine that the Service is not performing satisfactorily, your exclusive remedy shall be to stop using and terminate the Service.
12. Prohibited use of Service. The Service is not intended for the payment of employee payroll or reimbursement, alimony, child support, taxes or court-directed or government payments, or payments to settle securities transactions. We and the TSP are not, and will not be, a "business associate" of you for purposes of The Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and you will not send or transmit any

"Protected Health Information" (as defined in HIPAA) to us or the TSP through the Service. You represent and warrant that you will not use the Service for any purpose that is unlawful or is not permitted by the terms of the Service Documentation (including without limitation the two preceding sentences) or by any Applicable Law, including the sanctions laws administered by the Office of Foreign Assets Control. You further represent and warrant that you will not use the Service in any way that could damage, disable, overburden, or impair the Service or interfere with any other party's use of the Service.

13. Data. Any information or data you submit through the Service may not have been reviewed by us or the TSP, or may be updated, adjusted, and corrected at any time by us or the TSP, and should not be relied upon by you. Any information or data you provide through the Service is not the official record of your accounts, and neither we nor the TSP shall be liable for any loss or damage arising out of the inaccuracy of the information or data provided by you by the Service. You are responsible for keeping your own records of your accounts and all transactions made through the Service, and you may not rely on us or the TSP to be your record keeper.
14. Inconsistency of name and account number. You must provide accurate information for both Bill Payments and Receivables Payments. We, the TSP, any intermediary bank, and any Payee or Customer bank may rely solely on the account number and/or bank routing or identification number provided for Payee or Customer in connection with any payment instructions, whether or not the name of Payee or Customer, or Payee's or Customer's bank, matches the account number and/or routing or identification number. You shall provide us or the TSP with such information as we or the TSP may request for any requested transaction, including without limitation, Payee or Customer and Payee's or Customer's bank account information and name and address. You are responsible for any loss resulting from any error in Payee's or Customer's account number or any routing or identification number for the Payee or Customer bank.
15. Termination. We reserve the right to terminate the Service immediately for any reason.
16. Limitation of liability. Neither we nor the TSP, nor our respective directors, officers, employees or agents will be liable to you for:
 - a. Any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages, or
 - b. 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 such losses or damages was known to the other party and regardless of the form of the claim or action.
17. Arbitration agreement and class action waiver. Upon demand of either party, any controversy or claim arising out of or relating to this Service ("Dispute") must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in controversy is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in controversy of less than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law (as defined in the Master Agreement), and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of either party to: (a) exercise self-help remedies including setoff, or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this subsection. You and we agree that the resolution of any Dispute shall not be consolidated with other Disputes or treated as a class. Neither you nor we shall be entitled to join or consolidate Disputes by or against others in any arbitration, or to include in any arbitration any Dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

18. Jury trial waiver. WE AND YOU EACH IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SERVICE DESCRIPTION.
19. Survival. Sections 3(c), 4, 5, 7, 10, 12, 13, 15, 16, 17, and 18, and the other terms of this Service Description that by their nature are intended to survive, will survive termination of the Service.

Glossary

ACH means the Automated Clearing House.

Administrator means an Authorized User who may perform administrative functions on your behalf.

Account means your account(s) 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.

Authorized User means an individual (i) who you designate and authorize to act on your behalf in using the Service and to provide instruction to us or the TSP, and (ii) on whose behalf you accept the terms of this Service Description.

Bill.com is Bill.com LLC, a TSP that we may use in connection with the Service.

Bill.com Network means the network of entities or persons, including your Customers and Payees, who have enrolled directly with Bill.com and agreed to Bill.com's terms of service.

Bill is an electronic communication we or the TSP send to your Customers on your behalf for payments they owe you for services or products you provide to your Customer.

Bill Payment means a payment you initiate through the Service to be paid to your Payee.

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.

Business Rules means the business rules for the Service that you and we separately agree to in writing.

CMA means the client money deposit account maintained by the TSP with us.

Collaborator means an Authorized User who does not have the same entitlements as a Super User, but may perform certain functions within the Service.

Credentials means an Authorized User's identification, unique password, and unique security device.

Customers are your customers or other persons who may make Receivables Payments to you through the Service from their U.S. deposit accounts.

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

Inbox means the electronic mailbox available within the Service where you may upload invoices, bills and other statements from your Payees.

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.

Nacha Rules means the National Automated Clearing House Association Operating Rules and any applicable local ACH rules.

Payables Account means the demand deposit account you have with us that you designate as the account from which we or the TSP will debit funds in order to make Bill Payments to your Payees.

Payee means a third party to whom you make a payment through one of the Services in this Service Description. For purposes of the Bill Manager Service Description, "Payee" means entities or persons, including vendors and other service providers, with U.S. bank accounts, to whom you may make Bill Payments through the Bill Manager Service.

Payment File means an electronic file you send to us containing multiple payment types and accompanying remittance information.

Products are the software and related applications supplied by us or the TSP in connection with the Service.

Receivables Account means the demand deposit account you have with us that you designate as the account to which we or the TSP will credit Receivables Payments received from Customers.

Receivables Payment means a payment to you from your Customer collected through the Service.

Remittance Document means a human-readable document describing the remittance data for a payment.

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

RPPS Rules means the Mastercard RPPS® Operating Rules.

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

Super User means an Authorized User with elevated entitlements.

Third-Party Service Provider or **TSP** is a third party that performs functions related to the processing of payments, including a "third-party service provider" as that term is defined in the Nacha Rules.

Transmission Protocol means the various methods we offer to transmit a Payment File to and from us, as described in the applicable User Guide for the Service.

Stagecoach Sweep[®] service description

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 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 10b. 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 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.

- 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(l) 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 Funds Option. Funds held on Customer's behalf in the omnibus deposit account at Bank 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 in Bank's name 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.



Wells Fargo Payment Gateway Service Description

Treasury Management Services

June 5, 2020

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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
- 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 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

Wells Fargo Payment Gateway

1. Description of Payment Services. The Service is operated by Bank as a licensed reseller of CyberSource Corporation, a California corporation ("CyberSource"), and the products or services offered through this Service are provided to the Company as the end user person or entity. CyberSource along with any other third party suppliers providing services related to the Gateway Services shall be collectively referred to as "Third Party Suppliers" herein. The Services shall include, but, not be limited to, a) payment processing services such as transmission of transactions to the appropriate payment processing network or third party service provider, transaction responses (approved/declined), and the detailed reporting of those transactions for the viewing, managing and usage of merchants and b) all aspects of the user interface including the virtual terminal and hosted order page) ("Gateway Services" and together with the Service, the "Services"). In addition to card transactions under the Company's merchant processing agreement, payment transaction types covered by the Service may include automated clearing house ("ACH") transactions. For ACH transactions initiated using the Service, the Service Documentation includes Bank's ACH Origination Service Description (except for the section titled "Initiation Methods and Security Procedures"), which will control over this Service Description in the event of a conflict.

Optional Account Validation Service. Eligible customers that use the Service to initiate ACH transactions may elect for CyberSource to access Bank's Account Validation Service on their behalf by executing a separate addendum to this

Service Description, which will set forth additional terms and conditions applicable to the Account Validation Service.

2. **Definitions.** As used herein, the following definitions apply:

Bank Parties

The Bank and its affiliates' officers, directors, employees, shareholders, agents and attorneys.

Claim

Any arbitration award, assessment, charge, citation, claim, damage, demand, directive, expense, fine, interest, joint or several liability, lawsuit or other litigation, notice, infringement or misappropriation of any Intellectual Property Right or violation of any law, and any consequential, indirect, special, incidental or punitive damages and any attorney's fees and expenses incurred in connection therewith. For purposes of the foregoing Claim definition, a Claim shall be considered to exist even though it may be conditional, contingent, indirect, potential, secondary, unaccrued, unasserted, unknown, unliquidated, or unmatured.

Company's Systems

Any web site(s) operated or maintained by Company or on Company behalf through which transactions are submitted for processing, and all of Company's other associated systems.

Customer

Company's customer who would like to provide payment for Company's goods or services.

Documentation

Collectively, the operating instructions, user manuals, and help files, in written or electronic form, all as may be amended from time to time, and made available to Company by download, and that are intended for use in connection with the Gateway Services.

Gateway API

The Gateway software, in object code form, that is licensed to Company under this Service Description, that formats, encrypts, and decrypts messages transferred between Company's Systems and Bank's systems during the course of Company obtaining Gateway Services.

Intellectual Property Rights

Any and all patents, copyrights, trademarks, trade secrets, service marks, and any other intellectual property rights, and any applications for any of the foregoing, worldwide.

Pricing Schedule

The document setting forth the fees payable by Company for use of the Services, which schedule shall be attached hereto as Exhibit A.

Platform

The Bank operated, or approved, electronic payment platform(s) and/or gateway(s) through which the payment services contemplated under this Service Description are provided.

Supplemental Service Description

Any addendum hereto which sets forth the details, including any supplemental terms and conditions, related to any optional service obtained as part of the Gateway Services.

Updates

An embodiment of the Gateway API that provides enhancements and/or improvements.

3. **Pricing.** The Pricing Schedule is based on the transactional profile provided by Company. Company acknowledges that a variance between such profile and actual processing of transactions may result in Bank amending the Pricing Schedule. Company agrees that Bank may collect its fees under this Service Description in coordination with the provisions of Company's agreement with Company's payment processor. Company further agrees to establish a demand deposit account ("Account") with Bank. Company agrees that Bank may initiate ACH credits and debits to Company's Account (and to any successor account with Bank that Company may designate in writing) for the charges, fees, and/or other amounts due Bank for Gateway Services under this Service Description. Company further authorizes Bank to obtain and use information related to the Account, including collected balance reports, and to obtain and use any information deemed by Bank to be reasonably necessary to process debit and/or credit entries to the Account. Company will be liable to Bank for any collection costs or attorney fees that are incurred in the event action is taken by Bank to collect any past due fees under this Service Description.
4. **License grant.**
- a. **Gateway API license.** Subject to the terms of this Service Description, Bank hereby grants to Company and Company hereby accepts, a personal, limited, non-exclusive, non-transferable license and right to the Gateway API and accompanying Documentation during the term of this Service Description for the following purposes: (a) install and use the Gateway API on as many machines as reasonably necessary (which machines are and shall be maintained in facilities owned, occupied or leased by Company) to use the Gateway Services for the purpose of selling products and services to Customers; and bi) use the accompanying Documentation solely for the purpose of installing and using the Gateway APIs; and (c) create a reasonable number of copies of the Gateway API and Documentation, with all copyright notices intact, for archival purposes only. It is expressly understood that the licenses granted in this Service Description extend to Company's affiliates, Company's agents, and Company's sub-agents in the United States and world-wide who have a need to use the Gateway API system as end-users in order to assist Company in its purpose of selling products and services to Customers.
 - b. **Documentation license.** Subject to the terms and conditions of this Service Description, Bank hereby grants, and Company hereby accepts, a non-exclusive, non-transferable limited license, without right of sublicense, to use the Documentation during the term of this Service Description for the sole and limited purpose of supporting Company's use of the Gateway API and Service. Company shall strictly follow all Documentation provided to Company, as it may be amended from time to time by Bank, in its discretion. It is expressly understood that the licenses granted in this Service Description extend to Company's affiliates, Company's agents, and Company's sub-agents in the United States and world-wide who have a need to use the Gateway API system as end-users in order to assist Company in its purpose of selling products and services to Customers.
 - c. **Use restrictions.** Company shall not, and shall not cause or permit any third party to: (a) use the Gateway API in any way, other than in accordance with this Service Description, the Documentation or as otherwise instructed by Bank in writing; (b) use the Gateway API or Documentation, either directly or indirectly, to develop any product or service that competes with the products and services provided under this Service Description; (c) disassemble, decompile, decrypt, extract, reverse engineer or modify the Gateway API, or otherwise apply any procedure or process to the Gateway API in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Gateway API or any algorithm, process, procedure or other information contained in the Gateway API, except as otherwise specifically authorized in accordance with this Service Description; (d) provide the Gateway API or Documentation to any third party, other than to Company's authorized employees, agents, sub-agents and contractors who shall be subject to confidentiality obligations that are no less restrictive than the confidentiality provisions of this Service Description; (e) make any copies of the Gateway API or Documentation, except as is incidental to the purposes of this Service Description, or for archival purposes (any copies made hereunder shall contain all appropriate proprietary notices); (f) rent, lease, assign, sublicense, transfer, distribute, allow access to, or time share the Gateway API or Documentation; (g) circumvent or attempt to circumvent any applicable security measures of the Gateway API; (h) attempt to access or actually access portions of the Service not authorized for Company's use; or (i) use the Gateway API for any unlawful purpose.

d. **Ownership of Intellectual Property Rights.**

- i. **Gateway API.** Bank and/or its licensors shall retain all right, title and interest in and to the Gateway API and Documentation, and any and all Intellectual Property Rights embodied therein or associated therewith, and Company shall have no rights thereto except as expressly set forth herein.
- ii. **Modifications and Derivative Works.** Bank and/or its Third Party Suppliers shall own all right, title, and interest in any modifications, derivatives, improvements, enhancements or extensions of or to the Gateway API ("Derivative Works"), including any related Intellectual Property Rights, regardless of which party creates or conceives of such Derivative Work. Company hereby irrevocably transfers, conveys and assigns to Bank in perpetuity all right, title, and interest in such Derivative Works, including without limitation all Intellectual Property Rights, including the right to make Derivative Works and collective works with respect thereto, it being understood, however, that Company has, and transfers, no rights with respect to Company's products (exclusive of the Gateway API and Derivative Works). Bank will have the exclusive right to apply for such Intellectual Property Rights as it wishes with respect to the Derivative Works. Company agrees to execute such documents, render such assistance, and take such other action as Bank may reasonably request, at Bank's expense, to apply for, register, perfect, confirm, and protect Bank's rights in the Derivative Works including (without limitation) an assignment of copyright. Without limiting the foregoing, Bank will have the exclusive right to commercialize, prepare and sell products based upon, sublicense, prepare derivative works from, or otherwise use or exploit the Derivative Works. Company hereby waives any and all moral rights, including any right to identification of authorship or limitation on subsequent modification that Company (or Company's employees, agents or consultants) has or may have in any Derivative Works. Company will not remove, modify, or obscure any copyright or other proprietary notices on the Gateway API or the Documentation.

e. **Updates.** From time to time Bank may, at its discretion, release Updates. In the event Bank so notifies Company of any such Update, Company shall integrate and install such Update into Company's systems within thirty (30) days of Company's receipt of such notice. Company acknowledges that failure to install Updates in a timely fashion may impair the functionality of the Platform or any Gateway Services provided hereunder. Neither Bank nor its Third Party Suppliers will have any liability for Company's failure to properly install the most current version of the Gateway API or any Update, and Bank will have no obligation to provide support or services for any outdated versions.

f. **Licensors.** The licenses granted hereunder may be subject to other licenses currently held by Bank. Should any license held by Bank to certain technology or Gateway API be terminated or suspended, the corresponding license(s) granted to Company hereunder may also be terminated or suspended in the sole and absolute discretion of Bank. Company acknowledges and agrees to such potential termination or suspension and hereby waives any and all damages, whether actual, incidental or consequential resulting therefrom. If, pursuant to this Section, Bank terminates any license(s) granted to Company, Company shall have the right to terminate this Service Description immediately without penalty.

g. **Export compliance.** Company agrees not to export or re-export the Gateway API or any underlying information or technology except in full compliance with all applicable laws and regulations. In particular, but without limitation, none of the Gateway API or underlying information or technology may be downloaded or otherwise exported or re-exported to:

- i. Any country to which the United States has embargoed goods (or any national or resident thereof);
- ii. Anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or
- iii. In any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations. If Company has rightfully obtained the Gateway API outside of the United States, Company agrees not to re-export the Gateway API except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which Company obtained the Gateway API. Company warrants that Company is not located in, under the control of, or a national or resident of any country or on any list as referenced in Sections 4g (i) and (ii).

- h. **Return/destruction.** Upon termination or expiration of this Service Description, all licenses granted hereunder shall immediately terminate, and within five (5) days thereof, Company shall either return to Bank or securely destroy the Gateway API and the Documentation, and shall so certify to Bank in writing.
 - i. **No other licenses.** Except as expressly provided above, no license for any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted hereunder.
 - j. **Use of transaction data.** As permitted by applicable law and regulations, Bank reserves the right to copy and distribute to third parties any information associated with Company's use of the Gateway API or Company's activities on the Service.
- 5. **Service and service descriptions.** In addition to use of the Service, Company may subscribe for use of optional Gateway Services, subject to Bank's approval. Bank shall provide such elected Gateway Services in accordance with this Service Description, and any terms or conditions applicable specifically to such Gateway Service(s) which are described in the applicable supplemental service description (each a "Supplemental Service Description"). Each Supplemental Service Description shall be effective with respect to Company, upon the earlier of: (a) Company's first use of the applicable Service; or (b) confirmation notice by Bank that Company has been approved for the Service and that the Service is now available to Company. Wells Fargo may terminate Company's rights to use a Gateway Service based on Company's failure to comply with this Service Description (which includes the applicable terms specific to such Service) without terminating this Service Description or other Gateway Services, however, a termination of this Service Description will terminate all Gateway Services.
- 6. **Platform matters.**
 - a. **Integration with Company's systems.** While Bank provides the Gateway API to Company, Company acknowledges that the Gateway API and/or hosted order page may by itself be insufficient to allow Company's Systems to function with the Platform. Programming, development and maintenance of Company's Systems and their functionality are Company's sole responsibility. Company has the sole responsibility to select and employ any competent programming agent(s) to accomplish the programming required to make Company's Systems function correctly with the Platform and the Services contemplated hereunder ("Integration"). Company shall be responsible for all technical support for Company's Systems and Integration related issues. Company agrees that Company will use commercially reasonable efforts to complete the Integration as soon as possible. Company will be responsible for all of Company's own development and implementation costs associated with such Integration. Notwithstanding any other provision of this Service Description, Company acknowledges that unless and until Company completes the Integration, no services need be provided by Bank to Company pursuant to this Service Description, except as otherwise specifically provided in Section 6b below. In addition, Company acknowledges and agrees that, even if Company has completed Integration, if Company has not entered into a valid merchant processing agreement with a processor acceptable to Bank, Company cannot receive payment processing services through the Service, and Bank shall not be obligated to provide, nor to arrange for the provision of, the Service.
 - b. **Set-up assistance services.** Subject to Section 6a above, upon Company's request to Bank, and upon payment of any applicable Fees, Bank will provide Company with set-up services to assist with the Integration.
 - c. **Shut downs.** Bank reserves the right, from time to time, without prior notice, to shut down and restart the Platform for maintenance and/or Gateway API upgrades; provided, however, that Bank will provide Company with commercially reasonable prior notification if Bank anticipates the need to shut down the platform for more than 1 hour.
 - d. **Orders by Customers.** Company is solely responsible for accepting, processing, and filling any orders for purchases by Company's Customers, and for handling any inquiries arising therefrom. Company shall use the highest standards in the industry in responding to complaints by Customers. Neither Bank nor its Third Party Suppliers will be responsible or liable for any unauthorized access to Company's data or Company's Systems by any means or device.

7. Security of information.

- a. Company warrants that Company will comply with all required security standards at all times during this Service Description. In Bank's sole discretion with regard to (a) and (b) below, any failure by Company to comply with all required security standards at all times during this Service Description: (y) will permit Bank to suspend the Service; and/or (z) shall constitute a material breach of this Service Description and Bank shall have the right to terminate this Service Description. Without limiting the foregoing, Company specifically agrees to comply with all Card Association Security Requirements including, without limitation, the Visa Customer Information Security Program (CISP), the MasterCard Site Data Protection Program (SDP), Payment Card Industry Data Security Standards (PCI), any other applicable Association requirements regarding data security, and any additional security requirements provided to Company from time to time by Bank. If any Bank security requirements provided to Company are changed, Bank shall provide Company with notice of such changed security requirements, and Company shall have thirty (30) days (or any other longer period as may be mutually agreed to between the parties in writing) to make the changes necessary to comply with the changes to such Bank security requirements.
- b. Bank shall be responsible for the security of data once it becomes part of the Service, and shall comply with applicable laws and Card Association requirements as they relate to the security and processing of this data. Data will become part of the Service when it has been received by Bank from Company's systems, and data will cease to be part of the Service when it has been received by the processor from Bank.

8. **Privacy.** Company agrees that, during the term of this Service Description, Company will adequately communicate and comply with an appropriate privacy policy explaining Company's online collection and use of the personal information of Company's Customers ("Privacy Policy"). Unless required by law, by Bank Card Association Rules, or done pursuant to this Service Description, Company shall not, under any circumstances, sell, purchase, provide, or otherwise disclose any Customer's account information, transaction information, or other personal information to any third party. Company shall store all data securely.

9. **Audit rights.** Upon commercially reasonable advance notice to Company, Bank may audit Company's usage, records and security of the Gateway API, Company's Customer's payment processing information, and the Gateway Services provided hereunder to ensure that (a) Company is using the Gateway API and the services in full compliance with the provisions of this Service Description; (b) all applicable fees have been paid by Company; (c) Company is adhering to Company's Privacy Policy; and (d) Company is in full compliance with all applicable laws, regulations and rules (including but not limited to Bank Card Association rules). Any such audit shall be conducted during regular business hours at Company's offices and shall not interfere unreasonably with Company's business.

10. Legal responsibility.

- a. **Indemnification.** Company shall indemnify, defend, and hold harmless all Bank Parties from any Claim(s) arising from the conduct of Company's business, any transactions submitted using the Service hereunder for payment processing, any false or inaccurate representation made by Company or the negligence, fraud, dishonesty or willful behavior of any of Company's employees or agents, or from Company's failure to strictly comply, in whole or in part, with any: (a) terms and conditions pursuant to this Service Description and any addenda hereto or Documentation; or (b) applicable law, regulations or rules. Upon written notice from Bank to Company, Company shall immediately undertake the defense of such Claim by representatives of Company's own choosing, subject to Bank's reasonable approval.
- b. **IP infringement.** If the Service (or any part thereof) is claimed, or is adjudicated, to be infringing any patent, copyright or any other intellectual property right of any third party, Bank, at its option and own expense, may take one or more of the following actions:
 - i. Secure for Company the right to continue using the Service at no additional charge to Company;
 - ii. Replace or modify the Service to make them non-infringing without material reduction of functionality; or
 - iii. Terminate this Service Description or any applicable Gateway Service.

Bank (or its Third Party Suppliers) shall have no liability for any claim of infringement based on (a) products or services of Bank (and/or its Third Party Suppliers) which have been modified by parties other than Bank (or its Third Party Suppliers); (b) Company's use of the Service and/or any Gateway Services in conjunction with data where use with such data gave rise to the infringement claim; (c) Company's failure to install Updates, upgrades or patches provided by Bank (or its Third Party Suppliers) where such Updates, upgrade or patch would have removed the infringing condition; or (iv) Company's use of the Gateway Services with software or hardware not authorized by Bank (or its Third Party Suppliers), where such use with such other software or hardware gave rise to the infringement claim.

The above remedies are the sole and exclusive liability of Bank and are the sole and exclusive remedies available to Company against Bank in the event of such action or threatened infringement.

11. Limitation of liability.

- a. **General limitations.** Neither Bank nor its third party suppliers shall be liable for the merit and legitimacy of the orders forwarded by Company. All liability for validity of orders remains with Company. Neither Bank nor its Third Party Suppliers shall be responsible for any data entry errors, Customer misrepresentations, or reporting errors resulting from Company's actions. Neither Bank nor its Third Party Suppliers shall be liable to Company or Company's Customers for the accuracy of the information provided by the Service or use of the Gateway Services.
- b. **Special damages.** In no event shall Bank or its Third Party Suppliers be liable to Company, or to any other person or entity, under this Service Description, or otherwise, for any punitive, exemplary, special, indirect, incidental or consequential damages, including, without limitation, any loss or injury to earnings, profits or goodwill.
- c. **Maximum liability.** Notwithstanding anything to the contrary contained in this Service Description, in no event shall Bank or its Third Party Suppliers' liability under this Service Description for all Claims arising under, or related to, this Service Description exceed, in the aggregate (inclusive of any and all Claims made by Company against Bank and/or its Third Party Suppliers, whether related or unrelated) the total amount of fees paid by Company for the Gateway Services during the 12-month period immediately preceding the date the event giving rise to such Claim(s) occurred.
- d. **Other damages.** In addition to the limitation of liability provisions set forth herein, neither Bank nor its third party suppliers will be liable for any Claims under this Service Description arising directly or indirectly from or otherwise concerning: (a) any termination, suspension, delay or disruption of service (including billing for a service) by the Internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of the Gateway API, the services provided hereunder or the Internet, or any communications network, facility or equipment beyond Bank's reasonable control, whether or not attributable to one or more common carriers or third party service providers; (c) any failed attempts by Company or Company's Customers to access any Systems or to complete processing transactions; or (d) any failure to transmit, obtain or collect data from Customers or for human, machine or Gateway API errors or fault or Company's or Company's Customer's erroneous input.

- 12. DISCLAIMER OF BANK WARRANTIES.** COMPANY ACKNOWLEDGES AND AGREES THAT THE USE OF THE WELLS FARGO PAYMENT GATEWAYSSM, GATEWAY SERVICES AND THE GATEWAY API IS AT COMPANY'S SOLE RISK. NEITHER BANK NOR ITS THIRD PARTY SUPPLIERS MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND NO IMPLIED AT LAW WARRANTY SHALL ARISE FROM THIS SERVICE DESCRIPTION, THE GATEWAY API, THE DOCUMENTATION, THE GATEWAY SERVICES PROVIDED HEREUNDER, OR FROM PERFORMANCE BY BANK, INCLUDING, WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY WARRANTIES OF NONINTERFERENCE OR NON-INFRINGEMENT; OR (C) ANY WARRANTIES THAT ANY PRODUCT OR SERVICE PROVIDED HEREUNDER (INCLUDING BUT NOT LIMITED TO THE GATEWAY API) WILL (1) MEET COMPANY'S REQUIREMENTS; (2) OPERATE ACCORDING TO COMPANY'S EXPECTATIONS; (3) PROVIDE ACCURATE DATA; OR (4) OPERATE UNINTERRUPTED OR ERROR FREE. NEITHER BANK NOR ITS THIRD PARTY SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER IN RELATION TO ANY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTY SERVICE PROVIDERS. ANY AND ALL SUCH WARRANTIES DESCRIBED IN THIS SECTION ARE EXPRESSLY DISCLAIMED BY BANK AND ITS THIRD PARTY SUPPLIERS AND ARE WAIVED BY COMPANY. BANK AND ITS THIRD PARTY SUPPLIERS DO NOT WARRANT THAT ANY ERRORS WILL BE CORRECTED. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, ALL GATEWAY API AND SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS-IS, WITH ALL FAULTS" BASIS. THIS DISCLAIMER OF WARRANTIES CONSTITUTES AN ESSENTIAL PART OF THE SERVICE DESCRIPTION. All decisions to reject any processing transaction or payment for Company's products or services are solely Company's responsibility.
- 13. Company's warranties.** Company warrants all of the following: (a) All representations and statements made in this Service Description and any other related document, by Company or on Company's behalf are true, accurate, and complete in all respects and Company hereby authorizes Bank to verify and confirm all information provided herein by any means at its disposal; (b) Company is engaged in a lawful business, which includes the sale of merchandise and/or services and is duly licensed to conduct such business under the laws of the state(s), county(s), city(s), and country(s) in which Company operates; (c) Company shall not submit any payment transactions that violate any laws of any related state, county, city, or country or any bankcard association rules and shall otherwise comply with all applicable laws, regulations, or rules in connection with Company's obligations under this Service Description; (d) That there are no outstanding or contemplated assignments, grants, licenses, encumbrances, security interests, liens, obligations or agreements (whether written, oral or implied) that are inconsistent with this Service Description and the rights and obligations herein; (e) That Company will process Company's card transactions with a Bank approved card transaction processor ("Processor"); throughout the term of this Service Description; (f) That Company's election to purchase optional Gateway Services (other than access to the Service itself) may require Company to sign additional agreements, which agreements will be provided to Company prior to the purchase of such Gateway Service; (g) That Company shall be responsible for any fines, penalties, fees or assessments imposed by a Bank Card Association based upon Company's (1) use of the Service or (2) noncompliance with a Bank Card Association's rules or requirements; (h) That Bank may use subcontractors to provide some or all of the Service, and shall have the right to terminate or retain subcontractors in Bank's sole discretion; (i) That Company's installation, configuration and use of the Gateway Services shall conform to specifications set forth in the Documentation; (j) That Company shall bear (1) all collection risk (including without limitation, credit card fraud and any other type of fraud) with respect to sales of its products; and (2) all responsibility and liability for the proper payment of all taxes that may be levied or assessed (including without limitation, sales taxes) in respect of sales of its products; (k) That Company shall be solely responsible for maintaining complete backup records of all information relating to orders, inquiries, and purchases and any information submitted to Bank (or its third party suppliers) for the purpose of providing the Gateway Services; and (l) that, except with regard to Sections 9(d), 12, 13(i), (j) and (k), and 14(a), in the event of a conflict between the terms of a Supplemental Service Description and this Service Description, the terms of the Supplemental Service Description shall govern.

14. **Notices.** Company agrees to notify Bank of any change in Company's name, type of business, or any other information required on Company's merchant processing application at least thirty (30) business days prior to the effective date of the applicable change. Any notice or other communication required or permitted to be given hereunder shall be in writing, addressed or transmitted to the party to be notified at such party's last known address or number, and shall be: (a) if sent by Bank, hand delivered or delivered by facsimile transmission, overnight courier or certified, registered, regular mail or e-mail; or (b) if sent by Company, certified or registered mail, postage prepaid return receipt requested. Any notice delivered hereunder shall be deemed effective, as applicable, upon delivery, if hand delivered or sent by overnight courier; upon receipt as evidenced by the date of transmission indicated on the transmitted material, if by facsimile transmission or e-mail; on the date of delivery indicated on the return receipt, if mailed by certified or registered mail; or ten (10) days after mailing, if by regular mail (or as otherwise required by applicable law). The parties' addresses may be changed by written notice to the other party as provided herein. Until changed by subsequent written notice to Company, Bank's address for notices under this Section shall be: Wells Fargo Bank, 1200 Montego Way, Walnut Creek, CA 94598, Attn: Merchant Services.
15. **Force Majeure.** Bank shall not be held responsible for any delays in or failure or suspension of service caused by mechanical or power failure, computer malfunctions (whether Gateway API, hardware and firmware related), transmission link failures, communication failures, failure, delay or error in clearing or processing a transaction (including through interchange) or any other system, failure, delay or error by any third party or in any other third party system, strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, unusual delays in transportation, acts of God or other causes reasonably beyond the control of Bank.
16. **Survival.** Upon termination or expiration of this Service Description, a party's obligations shall cease except for those remaining or required to be performed following such termination. For the avoidance of doubt, the Definitions and the provisions of Sections 4d, 4f, 4i, 4j, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 shall survive the termination or expiration of this Service Description. All representations, warranties, indemnities and covenants made herein shall survive the termination or expiration of this Service Description and shall remain enforceable after such termination or expiration.

Exhibit B

(RFP 25-004)

***Fort Bend County, Texas
Request for Proposals***



***Depository Bank Services
RFP 25-004***

SUBMIT SEALED PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term
“Purchasing Department” in address to assist in
proper delivery.

SUBMIT NO LATER THAN:

Tuesday, January 28, 2025
2:00 PM (Central)

LABEL SEALED ENVELOPE/BOX:

RFP 25-004
DEPOSITORY BANK SERVICES

***ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.

RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Result will be provide, upon request,
after final agreement is approved by
Commissioners Court.

Requests for information must be in
writing and directed to:
Cheryl Krejci, CPPB
Assistant County Purchasing Agent
Cheryl.Krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Wells Fargo Bank, N.A.			
Business Name (if different from legal name)				
Type of Business	☒ Corporation/LLC ☐ Sole Proprietor/Individual	☐ Partnership ☐ Tax Exempt	Age in Business? 150+ years	
Federal ID # or S.S. #	94-1347393	SAM.gov Unique Entity ID # FKXGUSEC5LN4		
SAM.gov CAGE / NCAGE	4XH56			
Publicly Traded Business	___ No Wells Far Yes Ticker Symbol <u>WFC</u>			
Remittance Address	111 Congress Ave Fl 11			
City/State/Zip	Austin TX 78701			
Physical Address	111 Congress Ave Fl 11			
City/State/Zip	Austin TX 78701			
Phone Number	512-344-6711			
E-mail	brenda.pollard@wellsfargo.com			
Contact Person	Brenda Pollard			
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ☐ SBE-Small Business Enterprise ☐ HUB-Texas Historically Underutilized Business ☐ WBE-Women's Business Enterprise ☐	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<u>Cert Date</u> _____ _____ _____ _____	<u>Exp Date</u> _____ _____ _____ _____
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 Wells Fargo _____	\$500,000-\$4,999,999 _____ \$17,000,000-\$22,399,999 _____ >\$22,400,000 <u>x</u> _____		
NAICs codes (Please enter all that apply)	522110			
Signature of Authorized Representative				
Printed Name	Brenda Pollard			
Title				
Date	January 28, 2025			

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 SCOPE OF WORK:

- 1.1 Fort Bend County, Texas (hereafter referred to as the (“County”)) seeks Proposals (“Proposals or RFP”) from qualified banking institutions for depository bank services (“Project”) to include depository, disbursement, lockbox, e-lockbox, safety deposit box with access to a currency counter that provides a denomination receipt, Automated Clearing House (ACH), wire transfer, electronic banking, information reporting, departmental change orders and investment custodial services for the County Clerk, District Clerk, Sheriff’s Office and Tax Office. Respondents must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in the RFP.
- 1.2 This RFP describes FBC’s current operations based on technology that has been implemented or that the County is moving toward. During the term of the depository contract, the County expects to evolve along with the financial industry and apply new technologies to the County’s operations. In this RFP, please note that while we are currently utilizing Infor Lawson as our ERP system, we anticipate to transition to a new ERP system, although the timeline has not yet been determined. We expect that our chosen depository bank will be able to support and facilitate this transition seamlessly. Vendors should demonstrate their capacity for integration with various ERP systems and outline their support offerings for data migration. It will be advantageous to the County if its depository bank provides fee schedules, incentives, supplies, and services that are designed to increase and decrease as technologies are implemented. Furthermore, FBC is interested in knowing whether the applicant will offer any level of consulting services that would support the County’s education about and research into new technologies in the financial services industry that can make the County’s banking operations more efficient during the term of this Agreement.

Fort Bend County is also interested in learning about new innovations and technologies that can modernize their treasury services. Examples of these new solutions could include (but are not limited to):

- Hybrid Account Analysis
- Universal Payment Identification Code (UPIC)
- Instant Payments
- Payment Manager
- Cyber and Fraud Mitigation Services
- Smart Safes

As part of our transition, we would like to inquire about the services and support your institution offers to assist with updating and transitioning our vendor's payments.

Please provide details on any tools, processes, or resources available to facilitate a seamless transition.

- 1.3 During its review of the RFP's, the County reserves the right to request additional information and to meet with a vendor's representatives to discuss and/or request clarifications of items submitted in the application.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. Attempts to contact any members of the County's Commissioners' Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Assistant Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified**

herein. Unauthorized contact of any County personnel will be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact. Communication with the Proposal Contact is permitted via email or written correspondence.

PROPOSAL CONTACT:

Cheryl Krejci, CPPB
Assistant County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Cheryl.Krejci@fortbendcountytexas.gov

4.0 SUBMISSION REQUIREMENTS:

- 4.1 Submission requirements: one (1) original proposal, seven (7) paper copies, and one (1) electronic response on a labeled flash drive are required by RFP opening time of **2:00 PM on Tuesday, January 28, 2025**. Flash drive must contain only one (1) file in PDF format and must match the respondent's written/original/paper response identically. If Excel file(s) are provided with the RFP solicitation, complete the Excel file(s), and save on the flash drive as well. Include a PDF of the completed Excel file(s) within your electronic response and paper copies. Failure to provide proper original, flash drive or copies is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: R25-004
Purchasing Department	Due Date: Tuesday, January 28, 2025
301 Jackson, Suite 201	Time: 2:00 PM (CST)
Richmond, TX 77469	For: Depository Bank Services

- 4.2 Respondents may submit their proposal any time prior to the Opening Date and time after confirmation of addendum status. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, emailed or facsimile proposals will be considered.
- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.

- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 ACCEPTANCE:

- 6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Tuesday, January 14, 2025 at 9:00AM (CST)**.

Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

- 7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 TENTATIVE SCHEDULE:

Release of RFP:	January 5, 2025
Deadline for Questions:	January 14, 2025, 9:00 AM
Submission Due Date:	January 28, 2025, 2:00 PM
Evaluation of Submissions:	Week of February 3, 2025
Commissioners Court Permission to Negotiate:	February 11, 2025
Negotiations:	Begin February 12, 2025
Final Contract Approval Commissioners Court:	April 22, 2025

9.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposal, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the contractor and Fort Bend County.

10.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

11.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

12.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- 12.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any

competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.

- 12.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;
- 12.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

13.0 CONFIDENTIAL MATTERS:

- 13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and it's agents as confidential. The Respondent and it's agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

14.0 LIMITS OF SUBCONTRACTORS:

- 14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.
- 14.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

15.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

16.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

17.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

18.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

19.0 PERFORMANCE AND PAYMENT BOND:

No performance nor payment bond is required for this project.

20.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

21.0 TEXAS ETHICS COMMISSION FORM 1295:

21.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

<https://www.ethics.state.tx.us/File/>

21.2 On-line instructions:

21.2.1 Name of governmental entity is to read: Fort Bend County.

21.2.2 Identification number use: RFP 25-004.

21.2.3 Description is: Depository Bank Services.

- 21.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

22.0 INSURANCE:

- 22.1 All respondents shall submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.
- 22.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 22.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 22.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 22.2.4 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.
- 22.3 County and the members of Commissioners Court shall be named as additional insured on a Primary and Non-Contributory basis to all required coverage except for Workers' Compensation and Professional Liability (Medical Malpractice)

Insurance. All Liability policies including Workers' Compensation written on behalf of contractor, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

- 22.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

23.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 23.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

- 23.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 23.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

24.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 24.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 24.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

25.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

26.0 PRE-RFP CONFERENCE AND SITE VISIT:

There is no PRE-RFP conference scheduled for this project.

27.0 SPECIFICATIONS:

The County intends to designate a depository bank or banks which will provide general banking services with multiple user authentication options provided, such as email, phone, token, etc., including the establishment of investment sweep accounts, processing of direct deposit, electronic funds transfer, electronic data interchange elockbox and "remittance-processing" (lockbox). Lockbox and lockbox services must be located within 50 miles of Fort Bend County. The depository

bank will locally process all lockbox remittances for the County. The County is also interested in automatic teller machines (ATM).

27.1 Depository

27.1.1 The County currently has one hundred forty-seven (147) interest-bearing accounts and six (6) non-interest bearing accounts and one (1) Controlled Disbursement account. Additional accounts may be opened at any time. The earnings credit on the non-interest bearing accounts shall apply against the monthly service charges for other bank services.

27.1.2 The Depository Bank will transfer ending daily ledger balances in the accounts designated by the County to a Money Market Mutual Fund, selected by the County, which meets the requirements of Texas Government Code Ann. Chapter 2256.

27.1.3 Pertinent information about these accounts is provided in Exhibit C. The county uses a multi-tiered approach to banking, where different levels within bank accounts may vary depending on the specific financial needs. The previous day's ending ledger, collected and sweep account balances will be accessible by 8:00 o'clock a.m. each business day via computer terminal.

27.1.4 The County will make deposits to the accounts at various times during the business day and will require the Depository Bank to give the same day ledger credit on deposits the bank receives before 4:00 o'clock p.m.

27.1.5 Depository Bank will have all departments work with the Fort Bend County Tax Assessor-Collector and their various departments daily during tax season to verify incoming and outgoing funds for investment purposes. This will be done without a cost to the County.

27.1.6 The level of available funds in all accounts will be determined by the Federal Reserve's most current availability schedule.

27.2 Positive Pay and Automated Clearing House (ACH) Positive Pay: The County requires the Depository Bank to provide all Positive Pay Services and Fraud prevention products to the County. All reports sent by the Depository will be sent to the various County Departments via Secure File Transmission and be able to receive web-based file transmissions. Any services that will assist the County in securing public funds in accounts will be mandatory. At a minimum, values to be compared are the account number, check number, date, amount, and payee.

27.3 Aggregate Overdraft Protection: For determining cash overdrafts, the daily cash balance in all County accounts will be added together and if a negative balance

occurs, then the County's account is to be considered to be over-drafted. An applicable insufficient funds fee may then be charged.

- 27.4 Reconciliation: The County requires the Depository Bank to have the ability to download identifiable transaction details surrounding debits and credits via a website on a daily and/or monthly basis identified by the type of transaction and in a format acceptable to the County. The Depository Bank must have the ability to identify adjustments by type of transaction (proof, vault, return item, etc.) and relate to both the location and original deposit and this must be on balance reporting and bank statements. The Depository Bank will have the ability to provide ARP/Positive Pay reports in print and/or electronic formats. The Depository Bank will provide an indexed image file of returned, outstanding, and cleared checks. The Depository Bank will also provide an account reconciliation report.
- 27.5 Electronic Data Interchange Services (EDI): Currently, Fort Bend County is receiving remittance detail via EDI services. Include this service in response.
- 27.6 Wire / Automated Clearing House (ACH) Transfers: The Depository Bank will provide services that allow the County to initiate and transmit transfers via PC and web-based applications. The Depository Bank shall maintain wire transfer facilities to the Federal Reserve Bank for investment purchases or sales and other transactions with financial institutions. Subsequent written and/or online confirmation of such wire and ACH transactions will be provided to the County. To guard against electronic fraud, the Bank must provide the County an ACH blocking service to filter electronic debits and allow only those authorized by the County. The bank must provide the County with the ability to restrict outgoing wire transfers to only those authorized.
- 27.7 Account Maintenance:
 - 27.7.1 Statements: Monthly paper and/or electronic bank statements showing overall activity to the County's accounts in a calendar month shall be provided no later than ten (10) business days for paper statements and one (1) business day for electronic statements following the end of each month. The Depository Bank will provide the County with a full reconciliation for specified accounts or a Partial Reconciliation for certain other accounts in electronic and paper formats. Wire transfers shall be supported by transaction details identifying such items on Balance Reporting. Each month the Depository Bank shall prepare individual account analysis. All charges shall be in conformity with those specified in the agreement. Account analysis shall be provided each month no later than fifteen (15) days following the end of a calendar month to the Fort Bend County Office of Financial Management. Account analysis will be available in downloadable spreadsheets and paper formats.

- 27.7.2 Resource Personnel: The Depository Bank shall designate both a primary and secondary representative who will be available to answer questions pertaining to transactions that require detailed explanation and a Depository Bank officer(s) with overall responsibility for the accounts shall be assigned. Assigned representatives must be available for phone calls, web conferencing, and in-person meetings as required by Fort Bend County.
- 27.8 Printing: As an optional service, the Depository Bank will provide custom laser printed check stock, debit/transfer slips and deposit slips in conformity with the County's specifications.
- 27.9 Safekeeping: Texas Local Government Code §116.051, et seq., requires that the Depository Bank shall provide for the care, safekeeping and custody of securities in which the sinking funds, for the redemption and payment of outstanding bonds, may be invested. Such sinking funds may be invested in authorized investments in accordance with Texas Local Government Code Ann. §116.051. Following the qualification of the Depository Bank, such securities, if any, are to be delivered to the Depository Bank for safekeeping within fifteen (15) days. Each sinking fund should have a separate safekeeping account. When any securities owned by the County (other than those provided for in the preceding paragraph) are placed in the Depository Bank, it shall provide for the care, safekeeping and custody of such other securities. Access to these securities is to be permitted only by Order of the Commissioners Court and in the presence of an authorized representative of the Depository Bank, the County Auditor, and the County Treasurer. Safekeeping receipts will be available via web site or e-mailed within five business days of the transaction date. The Custody Services Agreement (Exhibit D) will be included in the agreement between Fort Bend County and the vendor.
- 27.10 Vault Services Coin Currency: The Depository Bank will provide local vault services for the deposit of coin, currency, and checks in the event that remote deposit capture is unavailable. The depository bank shall receive deposits from the County's armored car service that deposits funds from various County departments. The Depository Bank will process all coins and currency deposited by the County on a same day credit basis. If Remote Lockbox is utilized, the Depository Bank will provide a Virtual Vault alternative that may be utilized. The Depository Bank will provide a solution for handling and counting large quantities of seized funds (such as forfeitures and narcotics-related proceeds) within close proximity, ideally, we are seeking two designated locations: one within a 5-mile radius of the Sheriff's office (1840 Richmond Pkwy, Richmond, TX 77469) to handle forfeitures and narcotics-related proceeds, and another within a 5-mile radius of the Fire Marshal's office (6561 Flewellen Way Katy, TX 77441) to manage daily vault services to include departmental change order requests. Each location should be made available as an alternative if the primary location is unavailable. The Depository Bank shall provide a secure and designated location within your facility for deposits away from general public access and under continuous surveillance via security cameras to ensure the safety and integrity of these transactions.

- 27.11 Payroll, Debit and Stored Value Cards: As an optional service the Depository Bank will have the ability to provide payroll, debit and stored-value cards.
- 27.12 Stop Payments and Voids: The Depository Bank will have the ability to accept web-based stop payment orders and voids. Stop payments will remain in effect for a period of twelve (12) months. The Depository Banks electronic access system will allow for searches, deletions and adjustments.
- 27.13 Investment Sweep Accounts: The Commissioners Court will contract with the Depository Bank with respect to the payment of interest on investment sweep accounts at such lawful rate or rates contained in the agreement of the bank selected as the Depository Bank. Interest will be earned on the daily collected balance and such daily collected balance shall be determined by using the most current Federal Reserve availability schedule. Accounts will be set up on a calendar month basis and the interest earned shall be credited to the respective County accounts on the last business day of the month.
- 27.14 Self-Directed Investments: The County reserves the right to withdraw, from time to time, any amount of funds of the County that are deposited in any County Depository Bank and to invest those funds in investments allowed by the Public Funds Investment Act and the County's Investment Policy.
- 27.15 Check Reader and Check Guarantee: The County requires check reading equipment to work with credit card terminals to perform check guarantee services.
- 27.16 Remittance Processing (Lockbox and eLockbox): The Depository Bank must have a Retail and Wholesale facility within 50 miles of Fort Bend County or Texas to process all lockbox needs for all Fort Bend County Entities. The local lockbox facility must have equipment that is able to process ten thousand (10,000) pieces of mail per day or more and must be staffed accordingly. A brief description of the physical location of the lockbox facility and the type of equipment the bank utilizes to process documents is required. See Attachments r and u for detailed requirements for Fort Bend County remittance processing (lockboxes).
- 27.17 Online Payment Web Service: The Depository Bank will provide a Customized Online Payment Solution that will support multiple platforms, allowing for modification by any Fort Bend County entity. This development will be at no cost to the County.
- 27.18 Endorsement: The Depository Bank shall apply the following endorsement to each remittance "(Bank Name) Credited to the Account of the Within Named Payee Absence of Endorsement Guarantee".
- 27.19 Returned Check Online: The Depository Bank will provide an online reporting system to monitor Return items to the County. In the event a check is returned unpaid because of "Insufficient Funds" or "Uncollected Funds," the Bank will

redeposit the check once, or, if directed, process as a “RCK” item. If a redeposit is not possible, such as when the account is closed or if the check is returned unpaid a second time, the Bank will forward the check with a debit advice to the applicable Fort Bend County Office. The Depository Bank will provide a daily electronic data file of returned items.

- 27.20 Expense Handling: The Depository Bank will include any returned check charges and postage due charges in its monthly invoice of lockbox charges. There shall be no debits to any account other than for the amount of a returned check.
- 27.21 Adjustment Correction Procedures: The Depository Bank must provide the Fort Bend County lockbox requesting Office with the name, address, and phone number of a “Person to Contact.” This person(s) must be available during working hours. Correspondence and telephone inquiries will be directed to this person(s) concerning day-to-day processing irregularities.
- 27.22 Outsourced Disbursement Services: The Depository Bank will have the ability to provide check outsourcing services.
- 27.23 Remote Deposit Check 21 Services: The Depository Bank will have the ability to provide remote deposit services. The Depository Bank will have the ability to provide a remote lockbox service that will provide Check 21 services as well as system data and image file services that can be utilized to upload in the County Departments’ internal processing systems. County will receive same day credit for all remote deposits made prior to 6pm.
- 27.24 Resource Personnel: The Depository Bank shall identify local personnel who are available to answer questions pertaining to services that require detailed explanation and a bank officer(s) with overall responsibility of all services.
- 27.25 Payment for Services: Compensation to the Depository Bank shall be provided on a direct fee basis. The account analysis will be considered an invoice for payment and the County shall not be obligated to pay for any service not specified in the agreement unless the prior written agreement is obtained between the County and the Depository Bank.
- 27.26 Account Inquiries and Research: Account inquiries and research that is done as a request of the County shall be completed within three (3) working days. Should the research need more time to complete, the request for an extension will be made in writing to the Fort Bend County Treasurers Office.
- 27.27 Automatic Teller Machines (ATM) and services: The County would like information including any additional fees for the contractor to provide ATM machines and services in County facilities.

28.0 NO FEE ACCOUNTS:

- 28.1 PASSBOOK SAVINGS ACCOUNTS: FBC will have accounts established to hold narcotic forfeitures having pending cases in the courts in FBC. These monies do not belong to FBC but to defendants awaiting their cases to be deposited in the court. No fees may be charged against these accounts due to the ownership of the funds.
- 28.2 COUNTY CLERK REGISTRY FUNDS: These monies do not belong to FBC but to various parties awaiting their cases to be deposited in the court. No fees may be charged against these accounts due to the ownership of the funds. These funds are withdrawn immediately upon deposit and invested in a Local Government Investment Pool. A court order is not required to deposit or withdrawal funds. These funds may earn interest.
- 28.3 COUNTY CLERK CASH BONDS: These monies do not belong to FBC but to defendants awaiting their cases to be deposited in the court. No fees may be charged against these accounts due to the ownership of the funds and will earn NO INTEREST.
- 28.4 DISTRICT CLERK REGISTRY FUNDS: These monies do not belong to FBC but to various parties awaiting their case disposition and/or reaching the age of majority, or age specified in the final judgment. These funds may be released to a party in whole or in part. (Funds are often ordered released for medical costs and school clothes and books.) No fees may be charged against these accounts due to the ownership of the funds. These funds are withdrawn immediately upon deposit and invested in a Local Government Investment Pool. (We use MBIA as a pass-through account) A court order is required to deposit and/or withdraw these funds. These funds may earn interest.
- 28.5 DISTRICT CLERK CASH BONDS: These monies do not belong to FBC (unless forfeited through bond forfeiture proceedings), but to the defendant awaiting the disposition of their case by the District Court. Additional, cash bond monies are collected in civil cases with Temporary Restraining Orders and/or Protective Orders and can be awarded to either party in a civil case. Lastly, cash bonds are paid in family law cases by the respondent and are most often awarded to the petitioner (through the Child Support Disbursement Unit in San Antonio) for the payment of past due child support. No fees may be charged against these accounts due to the ownership of the funds and the funds will earn NO INTEREST.

29.0 FORT BEND COUNTY TAX ASSESSOR-COLLECTOR'S OFFICE LOCKBOX TAX PAYMENT PROCESSING SPECIFICATIONS:

- 29.1 Purpose: To provide detailed procedures for processing customer property tax payments to the Fort Bend County Tax Assessor-Collector's Office (FBTAC).
- 29.2 Scope: The standards that apply to all operations in Remittance Banking. All features apply year round.

- 29.3 Definitions:
Scan line: The OCR (optical character readable) line on the coupon
Sorts: Different payment types
Payment types: Singles, Multiples and Exceptions
Property Tax number: TAX ID numbers unique to each property tax account
Active Season: Period between November 1 and March 31 of each year
Inactive Season: Period between April 1 and October 31 of each year
Reference (DEX) number: Unique identifying number for each transaction
- 29.4 Policies/Standards/Guidelines:
Customer: Fort Bend County Tax Assessor-Collector's Office (FBTAC)
Computer Room deadline: 5:00 p.m.
Acceptable Payees: To Be Provided
Bank Special Requirements: Cash processing, batch identification, processing month, file structures and limits, imaging.
- 29.5 Dispatch: Dispatch includes reports, exception items, payment documentation (envelopes) and all other correspondence and should be forwarded to:
- Fort Bend County Tax Assessor-Collector's Office
1317 Eugene Heimann Circle Richmond TX 77469-3623
Attention: Collections Supervisor
- 29.6 Site Visits to Bank: The Bank will be required to allow periodic visits by FBTAC to the Bank. Issues to be covered may include the accurate review of post marks, the processing of rejected transactions and other items as they arise.
- 29.7 Mail Pickup: A courier of the Bank will pick up all mail received at post office box provided by Bank and deliver to the Bank Remittance Processing Department. Bank will pick up from post office twice daily.
- 29.8 Mail Receipt: Upon receipt of each delivery of mail from post office, Bank staff will log in the date, time and number of trays received. A tray ticket will be placed on each tray of mail indicating the date and time received to ensure first in / out processing. All transactions received will be processed by the end of the following business day. All pieces of mail received will be marked / stamped / sprayed with the received date prior to processing.
- 29.9 Lockbox Processing Procedures:
- 29.9.1 Mailroom applies and/or sprays the date received by the Bank on each piece of mail, reviews postmarks, sorts by postmark for month transition and delivers to processor.

- 29.9.1.1 During the postmark review, the official USPS post mark will determine the receipt month. In the absence of a meter date, the date on the check will be used.
- 29.9.1.2 To limit postmark date processing errors, a three (3) day grace period will apply for the first three (3) days of each month. These three (3) days will receive the prior month postmark date. FBTAC will also provide the Bank with an annual calendar indicating the first and last processing day for each month.
- 29.9.2 Open the mail using the appropriate equipment that can process up to ten thousand (10,000) pieces in a day.
- 29.9.3 Extract contents from envelopes. Payments without coupons should be sent to FBTAC through an electronic decision making portal.
- 29.9.4 Sort contents into singles, multiples, and exceptions (Live Check and No Check).
- 29.9.5 Exceptions should be sent to FBTAC through a decision making portal. FBTAC will identify and assign an account number within the portal, which adds the payment to the current day's posting file or reject the payment so that it is sent back to the Tax office for processing:
 - 29.9.5.1 Payments that do not match the coupon amount (short, partial, overpayments)
 - 29.9.5.2 Multiples that do not balance to the check
 - 29.9.5.3 Wrong Payer checks
 - 29.9.5.4 Stale dated or post dated checks
 - 29.9.5.5 Name on check does not match at least one name on account
 - 29.9.5.6 Anything else that is not able to be processed (correspondence)
- 29.9.6 Any check for \$500,000 or more that cannot be processed through Lockbox should be deposited with current date and a copy of the check and any backup should be forwarded to FBTAC for posting.
- 29.9.7 Indicate the type of each batch and bundle so that all transactions within a batch are homogenous.
- 29.9.8 Batches cannot exceed nine hundred ninety-nine (999) records. Files cannot exceed eight thousand (8,000) records and cannot exceed \$99,999,999.99. Larger files make the balancing process and identification of exceptions very difficult. File totals may be limited by BANK rules.

29.9.9 Exceptions, with count of items per bundle, will be delivered to FBTAC the following business day by 9am.

29.9.10 Payments that process without rejection should appear on the lockbox file no later than the first working day after pickup from the post office. FBTAC must be notified of any backlog.

29.9.11 Payments that are rejected should be delivered to FBTAC by 9am of the following business day.

29.10 Cash Received by Mail

29.10.1 If cash accompanies a check and the total amount agrees with the tax documents, then the item is processed as a regular payment following the Bank's internal cash procedures.

29.10.2 A tax coupon received with only cash (and no other check) will be processed as a regular payment following the Bank's internal cash procedures.

29.10.3 Any payment items received that do not match the tax coupon amount will be processed based on the amount received.

29.10.4 Cash received without any payment items will be delivered to the FBTAC the next business day. The Bank will log cash received and send a proactive alert email to designated FBTAC personnel stating the amount received and being sent to FBTAC. FBTAC will log receipt of the cash once it is delivered.

29.11 Lockbox Files and Images

29.11.1 Bank will provide two electronic files to FBTAC daily. One for payments of current and/or delinquent taxes, and one for images of coupons, checks and envelopes. Electronic files must be compatible with tax office software so payments can be uploaded to tax system. The electronic file should also be able to incorporate multiple postmark months within the same file.

29.11.2 The Fort Bend County Lockbox Image Processing Requirements and File Layout is described in Attachment "u". Any changes to the layout will require ninety (90) day lead time to change the property tax system.

29.11.3 Lockbox payment and image files are generated from information captured from the scanned coupons and the related checks and envelopes.

29.11.4 Current day business payment file must be available by 4:00 p.m. each day on the Bank's secure FTP site.

29.11.5 Current day business image file must be available on the Bank's secure FTP site by midnight each day.

29.11.6 In House Lockbox – The FBTAC utilizes an in-house lockbox system called Jaguar. The depository must be able to accept the X937 file for Jaguar remote deposit

29.12 Image Maintenance Web Page: An image maintenance page must be available. This page is used to check on the status of the images for a particular date and to manually extract and convert the images if needed. By default, this page brings up the information for processing that occurred today, which are images processed by the bank. Other dates from the current and prior months can be selected. The information shown includes the transfer status of the images, the number of images extracted from the .zip file, and the number of images that were converted to .png format. Options exist to transfer, delete, and convert any image files.

29.13 Reports

29.13.1 A daily summary report for each file sorted and subtotaled by batch.

29.13.2 A daily detail report sorted and subtotaled by batch.

29.13.3 The Bank must be able to accommodate reasonable future enhancement and need requests related to reports.

29.14 Customer Service (Service Level Agreement)

29.14.1 Representative

29.14.1.1 Bank must provide representatives that FBTAC can contact directly. This list must provide names, email addresses, office phone numbers and cell phone numbers as contact information. FBTAC will provide a contact list with the same information. These lists will be provided through a secure ftp site and will be updated as personnel or contact information changes occur.

>Treasury Management
>Lockbox
>E-Business/Online Banking
>Technical Support
>Website

29.14.1.2 Bank must provide proactive email alerts immediately to designated FBTAC personnel when there are issues or delays with the file delivery, or if there are balancing issues.

29.14.2 Priority Levels and Service Deadlines

29.14.2.1 Priority 1 (Production Halt): Response and corrective measures taken within twenty-four (24) hours.

29.14.2.2 Priority 2 (Production Delays): Response and corrective measures taken within forty-eight (48) hours.

29.14.2.3 Priority 3 (Production Changes Needed): Response and measures taken within one (1) week.

29.14.2.4 Priority 4 (Enhancement Desired): Response and measures taken within one (1) month.

29.14.2.5 Tax Statement Coupon Testing: Testing to be completed and results to be reported to FBTAC within same business day if product delivered before noon and completed and reported to FBTAC by next business day if delivered after noon.

29.14.3 Bank Process Request Change Log (PRC Log): Bank process request change log will be utilized to document all issues and enhancements that are reported and requested. The log will detail the date reported / requested, the issue / enhancement being reported / requested, the priority level, the Bank contact assigned to it, the status, the estimated delivery date and the completed date. This log will be provided through a secure ftp site that will allow FBTAC to track items that have been reported / requested.

29.14.4 FBTAC Vendor Support: The Bank must be willing to work with other FBTAC vendors (tax statement printers, mailing houses, Echeck/credit card providers, etc.) in services that invoice both or multiple parties. This will include printing specifications, statement testing, data file interface, etc.

29.15 Image Processing Requirements:

Below is a summary of our image processing requirements. Users must be able to view check, coupon and envelope images from within the ACT 7 tax collection application.

29.15.1 Daily automated process:

29.15.1.1 Create a new directory on ACT's image server to store the images. The directory name format is YYMMDD. For ex., images processed by the bank on Tuesday, September 4, 2019 the directory name

will be 190904. Note: If the .zip file does not exist, processing must stop. If the .zip file is transferred to the system later this processing will need to be done manually through an image maintenance web page.

- 29.15.1.2 Download the .zip file via FTP or SFTP from the bank to the image server. This happens around 2 a.m. to 3 a.m. each morning for the images processed the previous day (for ex., images processed on Tuesday by the bank is copied and transferred to the image server on Wednesday morning). The .zip file name must identify the date, so for images processed by the bank on Tuesday, September 4, 2019, the .zip file name transferred to the image server should be 190904.zip.
- 29.15.1.3 Extract the images in the .zip file into the new directory.
- 29.15.1.4 Convert the images to a web-friendly format (.png). Note: The images provided by the bank are in .tif format. The images are converted to .png format and will keep the same name as the original image with .png appended; for ex., 123.tif will be 123.tif.png. Both the original and web-friendly format images will be kept.
- 29.15.1.5 At this point images must be available for viewing in ACT 7.

29.15.2 Image Viewing:

- 29.15.2.1 When ACT 7 users view an image, they first see the image for the payment that they selected. The sequence of images should be the tax statement, then the check (front and then back if available) and finally the envelope.
- 29.15.2.2 From any image, users must be able to navigate through all the images from that day.
- 29.15.2.3 Users must be able to navigate between images using Previous and Next hyperlinks at the top of the page.
- 29.15.2.4 Users must be able jump to a specific image, if they know the name.

29.16 Image Processing-Fort Bend Lockbox with Images:

The file below shows the expected record order

H - Batch header record (contains "H", batch no)

R - coupon from envelope (contains "R", ACCOUNT, AND AMOUNT TO BE APPLIED TO THIS ACCT)

C - first check from the envelope (contains "C", effective date, check #, check amount)

T - batch trailer record - shows totals for this batch

X - file total record - shows totals for this file.

Note that you can have many H/T header trailer sets with many check/coupon records in between.

You may have many R records, with many C records - the following are valid

H
R
C
I
J
K
L
M
R
R
C
I
J
K
L
M
R
R
R
C
C
T
X

This would indicate that an envelope was opened and the taxpayer had included 4 checks and 6 coupons - the system would post according to the rules in the file the sum of the amount to be allocated on each "R" record must match to the sum of the "C" records - or the transaction will be rejected.

Suggested record layouts

Record type H - batch header record

Column	content
1	literal "H"
2 – 6	control number.
7 – 9	batch number
10 – 12	item number

Record type "R", a coupon record (from scan line)

Column	content
1	literal "R"
2 – 6	control number
7 – 9	batch number
10 – 12	item number
13 – 16	year – not used '0000'
17 – 29	account number
30 – 66	filler
67 – 69	statement code

Record type "C", a remittance record

Column	content
1	literal "C"
2 – 6	control number
7 – 9	batch number
10 – 12	item number
13 – 16	filler
17 – 24	receipt date
25 – 28	filler
29 – 34	check number
35 – 46	check amount
47	'/' slash
48 – 66	image url

Record type "I" remitter name

Column	content
1	literal "I"
2 – 12	filler
13 – 42	remitter name

Record type "J", remitter address one

Column	content
1	literal "J"
2 - 12	filler
13 - 42	address line 1

Record type "K", remitter address two

Column	content
1	literal "K"
2 - 12	filler
13 - 42	address line 2

Record type "M", remitter city state zip

Column	content
1	literal "M"
2 - 12	filler
13 - 36	remitter city
37 - 38	remitter state
39 - 49	remitter zip code

Record type "T", batch total record

Column	content
1	literal "T"
2 - 12	filler
13 - 24	total check amount in batch

Record type "X", file total record

Column	content
1	literal "X"
2 - 12	filler
13 - 24	total check amount in file

29.17 Image Reference

This processing methodology assumes that two types of files are being produced, a text posting file (described above) and an image transmission file. ACT prefers that the images be transmitted with as single image jpeg. We can process any other image form, but our preferred is single image jpeg. The file preparation steps must

allow for the insertion into the relevant "R" and "C" records the file name of the associated image record.

Example:

Assume a posting file with 3 coupons and 2 checks - the file might appear as:

R posting data image data (D001.jpeg)

R posting data image data (D002.jpeg)

R posting data image data (D003.jpeg)

C posting data image data (C001.jpeg)

C posting data image data (C002.jpeg)

The image file would then appear:

D001.jpeg

D002.jpeg

D003.jpeg

C001.jpeg

C002.jpeg

30.0 GOOD FAITH GUARANTEE:

Bank must submit a certified cashier's check for \$3,218,113.27 (one-half of 1 percent of the County's audited total revenue for 2023 of \$643,622,653.00) payable to Fort Bend County as a guarantee of good faith. The check will be held by the County until the Managing Bank is selected and the securities have been pledged.

31.0 SECURITY:

- 31.1 Within fifteen (15) days after the selection of the Depository Bank, the bank so selected shall qualify thereof as provided by law. At the beginning or anytime during the term of the contract, Fort Bend County may select the Irrevocable Standby Letter of Credit and/or the securities to pledge contract, in any combination, provided for under Texas Local Government Code Ann. Chapter 116, as the method of securing the funds of the County.

The County believes that the most effective form of collateral will likely be a combination of the Irrevocable Standby Letter of Credit from the Federal Home Loan Bank and Securities. Each applicant should include a description of the collateral it would propose. The bank selected as Depository Bank will execute within the time prescribed by law (1) a securities pledge contract accompanied by securities as hereinafter specified, or (2) an Irrevocable Standby Letter of Credit issued by a Federal Home Loan Bank as allowed under the Public Funds Investment Act, Section 2256.009, or (3) both such securities pledge contract and Irrevocable Standby Letter of Credit. If both such securities pledge contract and Irrevocable Standby Letter of Credit are executed, the applicant will maintain, at all times during the term of the depository contract, the value of the pledged securities plus the amount of the Irrevocable Standby Letter in an aggregate equal to, or in excess of the amount of deposits (See Attachment I.). Whenever there shall accrue to the County funds in the County Depository in excess of the amount of securities and/or Irrevocable Standby

Letter so pledged. The Depository Bank shall immediately pledge additional securities and/or Irrevocable Standby Letter in an amount sufficient to secure the increased deposits. When the County funds in a depository shall be reduced below the amount of the Irrevocable Standby Letter and/or securities pledged. The Depository Bank may withdraw such excess.

- 31.2 Pledged securities shall be in the amount and of the kind prescribed by law under Texas Local Government Code Ann. Chapter 116, and must be acceptable to Fort Bend County. Collateral shall consist of United States Treasury Bills, Notes or Bonds, any United States Agency security and/or Federal Home Loan Bank Irrevocable Standby Letter.
- 31.3 Adjustable Rate Mortgage (ARMs) and Collateralized Mortgage Obligations (CMOs) are not acceptable.
- 31.4 The depository pledge contract shall be on a form prescribed by Fort Bend County contain conditions as provided under Texas Local Government Code Ann. Chapter 116. The securities so pledged shall be deposited in the Federal Reserve Bank without expense to the County under an appropriate contract to be drawn conformable to the provisions of Texas Local Government Code Ann. Chapter 116 and amendments thereto, and in accordance with the application, if approved. If an Irrevocable Standby Letter is used it will be issued by the Federal Home Loan Bank.
- 31.5 Pursuant to Texas Local Government Code Ann. §116.060 to the extent that deposits of County Funds are insured under the provision of 12 U.S.C.A. Section 1811-1832, no Irrevocable Standby Letter of Credit or security for such deposits shall be required.
- 31.6 Following approval of the Irrevocable Standby Letter of Credit and/or the securities pledge contract by the Commissioners Court, an Order will be entered by the Commissioners Court designating the applicant selected as the Depository Bank for the funds of the County for the period ending sixty (60) days after the time fixed for the next selection of depository.
- 31.7 The Depository Bank is to collect all checks, drafts, and demands for money deposited with it, by or on behalf of the County. No exchange fees are to be paid by the County for remittances of interest and principal on bonds to paying agencies.
- 31.8 SUMMARY OF PLEDGE REQUIREMENTS: The amount of the Irrevocable Standby Letter of Credit and/or the securities pledge contract required for the Depository Bank is approximately 500 Million and No dollars (\$500,000,000.00).

32.0 CONTRACT TERM/EXPIRATION/TERMINATION:

- 32.1 The term of this contract is to begin on or about **July 1, 2025 through June 30, 2029**. Upon expiration of the initial term of the Agreement between Fort Bend

County and the awarded vendor, new interest rates and financial terms may be renegotiated pursuant to section §116.021 of the Texas Local Government Code.

- 32.2 Fort Bend County may consider one (1) two (2) year renewal option (through June 30, 2031) under the same terms and conditions. Renewal is subject to approval by Fort Bend County Commissioners Court. Once renewal option is exhausted, the contract must be resolicited. FBC reserves the right to resolicit at any time as is in its best interest and is not automatically bound to renew.
- 32.3 In the event services end by either contract expiration or termination, it shall be incumbent upon the vendor to continue services, if requested by FBC Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and FBC to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than one hundred eighty (180) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by FBC. During any transition period, all other terms and conditions of the agreement shall remain in full force and effect as originally written.

33.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined herein. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables are required to be numbered, clearly labeled and tabbed with binder tabs/dividers for locating information quickly and easily. Font size below 12 point is prohibited.

- 33.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Understanding scope of work and specifications
2	Firm experience
3	Price
4	Required forms and overall completeness of submission

- 33.2 Any exceptions to the Proposal requirements shall be identified in the applicable section in red type and referenced as numbered herein.

33.3 Executive Summary - This section should be limited to a brief narrative highlighting the company's background and experience. Narrative should clearly demonstrate compliance with Respondent qualifications listed in the RFP specifications. Include length of time the company has been in business and provide examples of similar past projects.

33.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1 Understanding Scope of Work and Specifications (weight factor = 30%)

- Describe your firm's philosophy, approach and preferred methods for meeting requirements and/or deliverables in the Specifications.
- Provide the greatest amount of meaningful detail possible to describe the proposed services. Indicate if vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If vendor is not able to meet the specification, briefly explain why, noting any concerns or issues FBC should be aware of.
- Provide a timeline indicating deliverables, vendor responsibilities and resources needed from FBC.
- Provide a detailed transition plan, including case studies of past success, which will be executed at no cost to FBC.
- Provide copies of all state and federal licenses to do business in Texas.
- Initial and on-going training and support (Customer Service).
- Completed questionnaire (Exhibit F).
- Mere reiterations of specifications are strongly discouraged, as they do not provide insight into the vendor's ability to meet the specifications.

Tab 2 Firm Experience (weight factor = 25%)

- Provide professional qualifications and experience of vendor and its staff with a minimum of four (4) years of relevant experience, similar in size to FBC, and demonstrated success in providing the services requested in this RFP.
- Provide respondent's history, background, and principal officers.
- Provide respondent's organizational chart.
- Provide description of project team organization: names and resumes of team members

➤ References (Exhibit A)

Tab 3 Price (weight factor = 25%)

➤ Provide completed pricing matrix

Tab 4 Required forms and overall completeness of submission (weight factor = 5%)

➤ Proof of Insurance

➤ Completed Respondent forms

➤ Completed W9 form

➤ Completed debt form

34.0 AWARD:

RFP will be evaluated by a committee comprised of County staff. The selection criteria totals eighty-five (85) percent, which will be utilized during the initial evaluation process. Once the short-list of firms, of no more than four (4) have been identified, the remaining fifteen (15) percent will be based on information received, **should** additional evaluation be necessary by respondent during a subsequent interview/presentation. The committee will forward their recommendations to the Fort Bend County Commissioners Court.

Firms/Respondents shall not contact any members or employees of Fort Bend County regarding this RFP, evaluation, or selection process. See Section 3.0. Contact discovered in any other such manner, is considered grounds for disqualification.

35.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website, if applicable, <https://sam.gov/content/home>, and with the Texas Comptroller Taxable Entity website <https://mycpa.cpa.state.tx.us/coa/>.

36.0 EXHIBITS:

36.1 Exhibit A: References

36.2 Exhibit B: Mutual Fund Instructions and Questionnaire

36.3 Exhibit C: Account Information

36.4 Exhibit D: Custody Agreement

36.5 Exhibit E: Pricing Matrix

36.6 Exhibit F: Questionnaire

37.0 REQUIRED FORMS:

All respondents submitting are required to complete the attached and/or include and return with submission:

37.1 Vendor Form

37.2 W9 Form

37.3 Tax Form/Debt/Residence Certification

37.4 Proof of Insurance

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Brenda Pollard		
2 Business name/disregarded entity name, if different from above 94-1347393		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) Wells Fargo Bank, N.A.	Requester's name and address (optional)	
6 City, state, and ZIP code 111 Congress Ave Fl 11 Austin TX 78701		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 94-1347393

Company Name submitting Bid/Proposal: Wells Fargo Bank, N.A.

Mailing Address: 111 Congress Ave Fl 11 Austin TX 78701

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

Please see the list of locations on the page that follows

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☒ No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

☒ I certify that Wells Fargo Bank, N.A. is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is San Francisco, CA.
[City and State]

REFERENCES

Reference #1

Organization Name:	Metropolitan Transit Authority (METRO)
Contact Email:	Daniel.Weber@ridemetro.org
Contact Name:	Daniel Weber
Contact Tel. No.:	713-739-6945
Address:	1900 Main Street
	Houston, Texas 77002
Services Provided	Full treasury management relationship, including receivables, payables, liquidity, collateral, etc

Reference #2

Organization Name:	Williamson County
Contact Email:	scott.heselmeyer@wilco.org
Contact Name:	Scott Heselmeyer, County Treasurer
Contact Tel. No.:	512-943-1540
Address:	710 S. Main Street Ste 100
	Georgetown, Texas 78626
Services Provided	Full treasury management relationship, including receivables, payables, liquidity, collateral, etc

Reference #3

Organization Name:	Denton County
Contact Email:	cindy.brown@dentoncounty.gov
Contact Name:	Cindy Brown, County Treasurer
Contact Tel. No.:	940-349-3150
Address:	1 Courthouse Dr Suite 1400
	Denton, TX 76208
Services Provided	Full treasury management relationship, including receivables, payables, liquidity, collateral, etc

MUTUAL FUND INSTRUCTIONS AND QUESTIONNAIRE

Responding Bank Name:

Wells Fargo Bank, N.A./ Wells Fargo Securities, LLC

INTEREST ON MUTAL FUND SWEEP ACCOUNTS

The Count reserves the right to invest its money in money market mutual funds pursuant to Tex. Gov't Code Ann. Chapter 2256 (Vernon 1994), also known as the Public Funds Investment Act. Upon request of, and to the extent requested by, the County, the Bank, for and on behalf of the County, will transfer daily ledger balances from the accounts specified by the County to a Money Market Mutual Fund approved by the County.

The Depository Bank, for and behalf of the County, will receive the interest and all other money due and payable to the County by said money market mutual fund and will deposit said interest (less the administrative fee as hereinafter provided) in the County's accounts at the Bank as directed from time to time by the County. The Depository Bank will make provisions for the County to receive daily statements showing the previous business day's debits and credits to the money market mutual fund accounts and showing the previous business day's interest rate paid to the County on the money market mutual fund accounts. The Depository Bank will also provide the previous business day's interest rate paid on such accounts to the County at 8:00 o'clock a.m. each business day. The Bank will receive an administrative fee from the County for transmitting the County's money to the said money market mutual funds, receiving interest and other money from the said money market mutual fund and providing all other services in connection with, or related to, the Depository Bank's handling of the money the County invests in the said money market mutual fund. The said administrative fee shall be no more than NA - would be direct investment

Basis Points on the following proposed money market funds:

- Fidelity Treasury / Government Institutional Funds
- Dreyfus Treasury / Government Institutional Funds
- Invesco Treasury / Government Institutional Funds

The administrative fee will be the amount that the money invested by the County in the money market mutual fund would produce if invested, at the rate specified above, as an interest rate calculated on a 365-day (year) simple interest basis. The amount of the administrative fee shall be calculated at such times as the County receives interest income from the money market mutual funds. At such times, the Depository Bank shall have the right to deduct the amount of the administrative fee from the interest income from the money market mutual fund and shall be obligated to deposit the balance of the interest income in the County's account or accounts as directed, from time to time, by the County.

BANK SERVICES REQUIRED:

1. Include a copy of your disaster recovery plan.
2. Please provide the location / address of your lockbox:
Our lockbox site is in Dallas.
2975 Regent Blvd, Suite #100 Irving, TX 75063
3. Lockbox pickups will begin at 2:30 A.M.

Additional information required regarding direct deposit of payroll:

1. Show file delivery time requirements for Thursday settlement date:
(a) Day Cycle (time) _____ Day: _____
(b) Night Cycle (time) _____ Day: _____

FINANCIAL INFORMATION

The paid-up capital stock of the undersigned bank is \$ 519,000,000
and the permanent surplus of the undersigned bank is \$ 114,851,000,000

Fort Bend County supports the efforts of the lending community to extend credit to residents of all neighborhoods within Fort Bend County with equal opportunity regardless of race, color, religion, national origin, age, sex or marital status; with sensitivity to the credit needs of low- and moderate-income neighborhoods. To that end, please respond to the following questions:

1. What was the date of your last Community Reinvestment Act examination?
February 6, 2023
2. What was the rating obtained from your last Community Reinvestment Act review?
Outstanding

<u>Wells Fargo Bank, N.A.</u>	
	(Responding Bank)
<u>Brenda Pollard</u>	
	Representative Name
<u>Relationship Manager</u>	
	Title
<u></u>	
	Signature

ACCOUNT INFORMATION FOR
FORT BEND COUNTY

<u>DATE</u>	<u>AVERAGE MUTUAL BALANCE</u>	<u>NON INTEREST BEARING ACCOUNTS AVERAGE LEDGER BALANCE</u>
October 2023	\$ 66,541,377.06	\$ 7,578,354.39
November 2023	\$ 58,413,292.89	\$ 6,983,511.55
December 2023	\$ 281,139,562.31	\$ 7,445,095.19
January 2024	\$ 373,597,395.97	\$ 7,542,174.08
February 2024	\$ 84,817,178.95	\$ 7,608,240.98
March 2024	\$ 85,699,410.85	\$ 7,616,536.61
April 2024	\$ 73,170,166.75	\$ 7,542,932.67
May 2024	\$ 104,149,622.93	\$ 7,405,055.41
June 2024	\$ 97,739,568.48	\$ 8,417,101.41
July 2024	\$ 101,975,251.75	\$ 8,272,566.78
August 2024	\$ 208,459,044.13	\$ 8,141,661.77
September 2024	\$ 60,740,470.37	\$ 7,971,396.45

CURRENT ACCOUNTS

Account Title
DISTRICT CLERK CREDIT CARD
EMS CREDIT CARD PROCESSING ACCOUNT
610 DRAINAGE DEBT SERVICE
TAX OFFICE HIGHWAY ACH
FBC LIBRARY CREDIT CARD
145 EMERGENCY SERVICE DIST 100 AGRE
SHERIFF INMATE PROPERTY (NEW)
TC-CREDIT CARD REFUND
322 CONSTABLE PCT 3 F/A STATE
324 CONSTABLE PCT 1 F/A STATE
131 ASSISTANT DISTRICT NO 2
141 - FBC ASSISTANCE DISTRICT #12
136 FBC ASSISTANCE DISTRICT NO 7
137 FBC ASSISTANCE DISTRICT NO 8
138 FBC ASSISTANCE DISTRICT NO 9

133 ASSISTANT DISTRICT NO 4
T C TAX ACH-WIRE ACCOUNT
140 FBC ASSISTANCE DISTRICT #11
134 ASSISTANT DISTRICT NO 5
139 FBC ASSISTANCE DISTRICT #10
PUBLIC TRANSPORTATION CREDIT CARD A
756 FACILITIES BOND PROJECTS 2018
906 SMS SPEC CRIMES GANG UNIT PND F
150/JUVENILE OPERATIONS
JP CREDIT CARD PROCESSING ACCT
DISTRICT CLERKS E-FILING
COUNTY CLERK - IRS RECORDINGS
815 GRAND PKWY TOLL OPERATIONS
D A CREDIT CARD PROCESSING ACCOUNT
206 FBC INDUSTRIAL DEVELOPMENT CORP
JP1-1 E-FILING
JP1-2 E-FILING
JP2 E-FILING
195 COUNTY LAW LIBRARY
JP3 E-FILING
200 LAW ENFORCEMENT ACADEMY
160 DRAINAGE MAINT AVAIL
245 ALERT PROGRAM - JUVENILE
335 D A ASSET FORFEIT STATE
207 FBC HISTORICAL COMMISSION
315 SHERIFF OFC/FORFEITED ASSETS-FE
390 CHILD PROTECTION SERVICE IV-E
300 FBC ELECTIONS
280 COUNTY ATTORNEY SUPPLEMENTAL SA
225 ASSET FORFEITURE TASK (STATE)
410 CHILD SUPPORT TITLE IVD REIMB
305 ASSET FORFEITURE TASK (FEDERAL)
320 CONSTABLE PCT 2 F/A
JUVENILE INMATE PROPERTY
850D BOON CHAPMAN DENTAL
440 SUPERVISION
850M BOON CHAPMAN MEDICAL
882 BOON CHAPMAN 125 EMPL BENEFIT
155 R & B NEW
402 HOPE 3 PROGRAM SALES
360 LAW ENFORCEMENT TRAINING

310 SHERIFF OFC/FORFEITED ASSETS ST
170 STATUE RESTORATION FUND KH
332 FIRE MARSHALL STATE ASSET FORF
810 TOLL ROAD OPERATIONS
TOLL ROAD PERMIT CREDIT CARD
135 ASSISTANCE DISTRICT #6
NON FEE OFFICER CC CLEARING ACCOUNT
JP4 E-FILING
600 605 610 DEBT SERVICE
SHERIFF CREDIT CARDS
TC HIGHWAY INSPECTION FEE ACCT
C.C. REGISTRY
COUNTY CLERK CREDIT CARD
C. C. CASH BOND
TAX ASSESSOR COLLECTOR HIGHWAY DTA
C. C. LEGALEASE
DISTRICT CLERK REGISTRY
DISTRICT CLERK CASH BOND
DISTRICT CLERK LEGALEASE
CSCD COLLECTIONS
CSCD PRETRIAL ACCOUNT
CSCD RESTITUTION ACCOUNT
884 FEE OFFICERS ACCOUNT
CHILD SUPPORT
NPFA NARCOTICS TASK FORCE PENDING F
SPFA SHERIFFS PENDING FORFEITURES
DAFA DISTRICT ATTORNEY PENDING FORF
ROFA ROSENBERG PENDING FORFEITURES
HOFA CITY OF HOUSTON PENDING FORFEI
TREASURERS ACCOUNT
415 LOCAL LAW ENFORCEMENT BLOCK GRA
205 SURFACE WATER SUPPLY CORP
175 CITY WATER ASSISTANCE
185 ENTEX CONTRIBUTIONS
190 HL&P ASSISTANCE
INVESTMENT ACCOUNT
JUVENILE PROBATION RESTITUTION ACCO
215 LIBRARY DONATIONS
235 PROBATE COURT TRAINING
COUNTY CLERK EPAY COURT
255 D A ASSET FORFEITURE-FEDERAL

265 GUS GEORGE MEMORIAL
275 D A SPECIAL FUND RUN
SHERIFF INMATE COMMISSARY ACCOUNT
D.A. WORTHLESS CHECK RESTITUTION
290 VIT INTEREST
TC-HIGHWAY CREDIT CARD ACCOUNT
TC-TAX OFFICE CREDIT CARD ACCT
130 ASSISTANCE DISTRICT NO 1
100/FBC GENERAL OPERATING ACCOUNT
ENGINEERING PERMITTING E-CHECK
JUROR PAYMENTS
JUVENILE PROBATION CREDIT CARD ACCO
CSCD CREDIT CARD PROCESSING ACCOUNT
TC/COLL.SIT ESC
T.C.-HIGHWAY
T.C.-BEER & LIQUOR
T.C. TAX ACCOUNT
TC NSF ACCOUNT
146 ALAINA MGMT DISTRICT AGREEMENT
470 FB ASSIST DIST #16
471 FB ASSIST DIST #17
472 FB ASSIST DIST #18
473 FB ASSIST DIST #19
474 FB ASSIST DIST #20
475 FB ASSIST DIST #21
476 FB ASSIST DIST #22
477 FB ASSIST DIST #23
501 FBC TIRZI
770 2020 PARKS BONDS
764 FLOOD PROJ DRAIN 20
765 DRAINAGE PROJECTS TAX NOTES CO
766 2020 T HERIT PKWY
768 2020A FBC TAX NOTES
773 2020 FORT BEND CO TAX NOTE
775 UNLIMITED TAX ROAD BONDS SERIES
778 2023 COUNTY CO PROJECTS
779 MOBILITY 2024 PROJECTS
804 2024 FBCTRA BOND PROJECTS
906 FBC PEND FORF GAMBLING SEIZED
910 DA WTH CK REST
990 CO CARE ACT
DCJS DC JURY SUMMONS POSTAGE DCMO
DC MONEY ORDER
RBCC R AND B CC
ELCC ELECTIONS CC ACCT
JP22 JP 2-2 FILING
CCEP CC EFILING
ENVIRONMENTAL HEALTH CREDIT CARD
PETTY CASH

EMS PAS ACH
CAPP NARCOTICS PREPAID CARDS
FMCC FIRE MARSHAL CC ACCT
TXPW TX PARKS AND WILDLIFE
RG41 JP 4 REGISTRY

CUSTODY SERVICES AGREEMENT

Fort Bend County Depository Bank ("Bank") is requested to open a Custody Services account ("Custody account") for and in the name of Fort Bend County and related entities and hold therein securities ("Securities") from time to time deposited with Bank or collected by Bank for such Custody account. Subject to the following terms and conditions.

TERMS OF AGREEMENT

1. Bank will safe keep, account for and deliver the Securities, together with the proceeds of sales, redemptions, collections and other receipts including interest and other income ("Proceeds") that are received by Bank, to the Customer as the Customer may reasonably direct in writing. The Bank is to deposit said proceeds into the specified County bank account. The customer agrees that the captions of the Custody account and the deposit account will at all times be identical.
2. All Securities and Proceeds held by Bank pursuant hereto shall be subject to the full and exclusive control of the Customer, and Bank shall not supervise, recommend or advise the Customer relative to the investment, purchase, sale, retention or other disposition of Securities or Proceeds held hereunder.
3. The Customer's instructions or directions are to be in writing and signed by the Customer, but Bank is entitled to accept and rely on oral or unsigned instructions or directions and, in doing do, shall not be liable for executing any such instructions or directions which Bank believes in good faith to be genuine. The Customer will furnish confirmation, in writing and signed by the Customer, of previous oral or unsigned instructions or directions if required. If the Customer is other than an individual, the Customer hereby designates the person or persons whose authorized signatures appear hereon as the authorized agent or agents of the Customer to perform any and all acts contemplated herein on behalf of the Customer, the authority of said agent or agents remaining in full force and effect until written notice of the termination of such authority shall have been delivered to Bank.
4. Unless otherwise so directed, Bank is authorized to hold Securities in bearer form, book entry form, registered in the Customer's name(s) or registered in nominee name as Bank deems appropriate. Bank is also authorized to deposit and register the Securities with any central depository system or in custody with another banking institution. Bank is authorized to exchange Securities for other securities where the exchange is purely ministerial as, for example, the exchange of securities in temporary form for securities in definitive form or the mandatory exchange of certificates. Further, should any Securities held in nominee name be called for partial redemption by the respective issuer, Bank is authorized to allot the called portion to the respective holders in any manner deemed to be fair and equitable in Bank's discretion.
5. The Bank makes reasonable efforts to monitor various called securities publications. However, the ultimate responsibility for the redemption of a called security must be borne by the Customer. If Bank discovers that a bond has been called or if the Customer advises Bank of that fact, Bank will ship the bonds for collection. Unless the Bank is negligent in

following the instructions from a Customer, the Bank assumes no responsibility or liability for missing bond calls.

All proxies and other communications relating to voting which are received by Bank shall be mailed to the Customer. The Customer will at all times keep Bank advised of its current mailing address.

6. In the event Bank advances Proceeds and credits them to the Customer's bank account prior to Bank's collection of such from a paying agent and Bank does not receive such Proceeds from the paying agent within a reasonable time thereafter, said reasonable time to be determined by Bank at Bank's sole discretion, the Customer agrees to repay the credited Proceeds upon Bank's demand, and Bank shall have the right to debit the deposit account, referred to above, any other deposit account maintained by the Customer with Bank or the undersigned's Custody account, if necessary, to effect such payment.
7. Bank is authorized in the name and on behalf of the undersigned to execute any certificates of ownership or other reports, forms notices or statements which are or may hereafter be required by the Internal Revenue Service or any other governmental authority or commission, so far as the same are required in connection with the Securities or Proceeds.
8. If there is more than one individual Customer, all notices, directions and instructions may be given to Bank by either one of us and all Securities and Proceeds shall be withdrawable by the direction or notice by either one of us, before or after the death of either one of us, unless Bank has received written notice from either one of us that the signatures of each individual Customer are thereafter required.
9. The Customer agrees to pay Bank compensation for services rendered hereunder according to the schedule in Bank's Depository Application. The account analysis will be considered an invoice for payment.
10. Bank shall be responsible only as a gratuitous bailee, regardless of whether any compensation for its services is actually paid, and shall give the security in its custody the same degree of care and protection it gives its own Securities of like kind and Customer agrees that Bank shall only be liable for its own negligence or for failure to comply with the terms of this Agreement. Bank shall not be responsible for the genuineness, alteration or validity of the Securities, Bank shall not be required to carry any form of insurance for the account of the Customer on the Security, but the Customer may carry for its own account such insurance as Customer may deem necessary or desirable.
11. Bank will provide the Customer with confirmations of each transaction made pursuant hereto and will furnish the Customer with statements of account periodically or upon the Customer's request. Said confirmations shall be non-negotiable and non-transferable. Any terms or conditions contained in such confirmation shall be considered additional agreements and shall not be considered modifications of this Agreement. This Agreement and said confirmations shall be the entire agreement of the parties. This Agreement shall govern if its terms are found to conflict with the terms of such confirmations.

12. With respect to any instructions authorizing the receipt of Securities in connection with transactions not placed through the Bank; Bank shall have no duty to advise the Customer of non-receipt of, or to take steps to obtain delivery of, Securities from third parties either against payment or free of payment. With respect to any instructions authorizing the delivery of Securities in connection with transactions not placed through the Bank; Bank shall have no duty to meet the delivery date of the Securities or, if payment is involved, credit the Customer's account with Proceeds, unless proper authorization is received by Bank with a reasonable and sufficient amount of time prior to the settlement date.
13. The Customer will not pledge, assign or transfer any interest in the Securities or this Agreement to any other party without Bank's prior written approval and the execution of such additional agreements as Bank may request. In the event the securities covered by this Agreement are pledged, the Securities are subject only to the order and direction of the Pledge.
14. The Bank shall exercise the same due care that is expected of an agent of the Customer.
15. This Agreement is terminable at the option of either the Customer or Bank upon sixty (60) days written notice to the other party.
16. As used in this Agreement "Customer", if more than one, shall mean all of the undersigned or each or any of them, and they are jointly and severally bound. Under the terms of this Agreement, "undersigned" shall mean the Customer.
17. This Agreement shall be construed and interpreted according to the laws of the United States of America and the State of Texas.

(Responding Bank)

Representative Name

Title

Signature

QUESTIONNAIRE

Mark an "x" in the "Yes" or "No" column, when applicable. When "Yes or No is not applicable, provide detailed response in the appropriate "Response/Comments" section.

This form must be included with RFP response in paper form and CD-ROM or flash drive.

Item No.	Description	Yes	No	Response/Comments
1	Present Company Name			
2	Location of company headquarters			
3	Primary local address			
4	Owner(s)			
5	Form of Business			
	Corporation			
	Partnership			
	Sole Proprietary			
6	Principal office location			
7	To be completed by Corporations			
	Date Incorporated			
	Under the laws of what state			
	Provide a COMPLETE list of officers			
	Executive Officer			
8	To be completed by Partnerships			
	Date formed			
	Is Partnership general, Limited, or associated?			
	Provide a COMPLETE list of members.			
	Provide a COMPLETE list of all local branch offices.			
9	Submitted by (name of person submitting questionnaire)			
10	Is your company presently in compliance with all City, State and Federal requirements with jurisdiction over your business?			
11	If your answer is "NO", what is the specific area of non-compliance and what do you anticipate as the outcome?			
12	How many years has your company been in existence in its current business form and operating under the same name? Please attach documentation as proof.			
13	What are your general office hours?			

Item No.	Description	Yes	No	Response/Comments
Item No.	Description	Yes	No	Response/Comments
14	Telephone Number (must be a local or toll free)			
	After hours contact information			
	Fax number (must be local or toll free)			
	Email address			
GENERAL REQUIREMENTS				
15	Provide a brief history and background of the company including parent and/or subsidiary companies relating to the merchant card services.			
16	Describe company's organizational structure, especially as it applies to service provisions and customer service.			
17	Explain how company's expertise differs from those of company's competitor.			
18	Include how long company has been providing the proposed solutions and how long the company has been assisting clients with these solutions.			
19	Provide number of clients supported and the number of transactions that are processed annually.			
20	Explain how the company plans to stay current and competitive.			
21	Describe what major changes the company sees occurring in banking services in the next five (5) years. Explain plans to help customers move to new technologies. What approach the company is taking in the development of new services?			
22	Explain any new services or features implemented in the past two (2) years. Describe any new services / technologies that are currently in implementation.			
23	Include any major changes in hardware that your firm anticipates in the next three (3) years. If any, what changes should Fort Bend County anticipate and how should Fort Bend County plan for those changes on hardware issues.			
24	State present workload, outline the percentage of time available for this RFP and how current workload will affect current workload will affect the ability to accomplish the requirements of this RFP.			
25	Vendor shall provide qualified personnel who will perform in a professional manner. "Professional manner" means the personnel performing shall possess the skill, license(s) and competence consistent with the prevailing business standards within the State of Texas.			
26	The vendor shall have available key personnel with a combined minimum work force that can meet the technical requirements described herein.			

Item No.	Description	Yes	No	Response/Comments
LITIGATION AND OR COMPLAINTS DISCLOSURE				
27	Respond to each of the following with "yes"/"no" responses. Failure to fully and truthfully disclose the information required may result in disqualification of vendor's response from consideration or termination of the resulting agreement. "Yes" answers must indicate the name of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page attached to vendor's response.			
28	Has vendor or any member of its firm or team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? Is the vendor's company or any of its officers, director, partners or principals now under indictment, court order or investigation?			
29	Has vendor or any member of its firm or team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the County or any other federal, state or local government, or private entity?			
30	Has vendor or any member of its firm or team to be assigned to this engagement been involved in any claim or litigation with the County or any other federal, state or local government, or private entity during the last ten (10) years?			
31	Describe any litigation against vendor's company in the past five years including any settled or dismissed matters. Is vendor's company under investigation or subject to any regulatory action by either a state or federal agency? If yes, explain.			
32	Has vendor had any complaints filed with the Better Business Bureau for failure to perform in accordance with agreements.			
33	Is vendor's company currently involved in any active/pending civil matters? If yes, explain.			
34	If your company does not have an office in Fort Bend County, please explain how your company will provide services should Fort Bend County decide to award to your company?			

Vendor Name:

Representative Title:

Representative Name:

Signature: