

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM H-11**

PREPARED BY: Paul J. Zielinski Deputy Director-CFO September 20, 2018

SUBJECT: BANKING SERVICES
Wells Fargo Contract Approval

BACKGROUND: Wells Fargo Bank has been providing the Port of Palm Beach with banking services for over a decade. They have provided for all of our cash needs, excluding the Bond Sinking and Security Fund held by BONY. On June 14, 2018, the Board of Commissioners authorized staff to enter into negotiations with Wells Fargo Bank for a Banking Services Contract in accordance with the proposal presented at that time. The attached contract includes all the terms presented and requested by the Board at the June meeting.

Effectively, the Port will be maintaining sufficient cash on hand to meet monthly obligations and will invest the difference in fully insured and liquid Money Market Funds. These Money Market Funds meet all Florida State and Port security requirements.

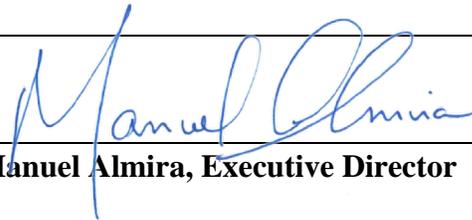
We have estimated the impact of this new procedure, and based upon current cash balances, the Port will more than double Interest Income per year from \$70,000 to over \$150,000.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: Increase in Interest Income depending on cash balances available.

RECOMMENDATIONS: The Board of Commissioners of the Port of Palm Beach are respectfully requested to approve and execute the attached agreement with Wells Fargo Bank for Banking Services.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____	Motion by: _____
Disapproved: _____	Seconded By: _____
Deferred To: _____	Unanimous: Yes _____ No _____
Incorporated into Minutes: _____	By: _____



Wells Fargo Bank, N.A.
100 South Ashley Drive, 8th Floor
Tampa, Florida 33602

July 18, 2018

Port of Palm Beach District
Paul J. Zielinski
Chief Financial Officer and
Deputy Port Director
1 East 11th Street, Suite 600
Riviera Beach, Florida 33404

Re: Banking Services Contract

Dear Paul,

On behalf of Wells Fargo, we appreciate the opportunity to provide banking services to the Port of Palm Beach District ("the District"). We are pleased to proceed with a banking services contract to the District. We care about your success and would consider it an honor to continue building a first-rate treasury and banking relationship.

In this package, the following attachments are included:

- Master banking services agreement
- Summary
 - *Exhibit A: Proforma*
 - *Exhibit B: General agreements and service descriptions (Separately attached)*
- Updated sweep fact sheets

Thank you for giving us an opportunity to continue building a partnership.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kristine Alderson".

Kristine Alderson
Relationship Manager
813-225-4428 / 813-373-2115
kristine.alderson@wellsfargo.com

MASTER BANKING SERVICES AGREEMENT- 1.1

This Master Services Agreement (this “**Agreement**”) is entered into as of the ____ day of ____, 2018 by and between Wells Fargo Bank, N.A. (“**Bank**”), and the Port of Palm Beach District (“the District”) for the period of **October 1, 2018 to October 31, 2020** with an option of two (2) one (1) year extensions upon agreement of mutual parties.

Recitals

WHEREAS, the District has requested that Bank provide certain banking and treasury management services (collectively, the “**Services**”) to the District; and

WHEREAS, Bank has agreed to provide the Services to the District, and the District has agreed to accept the Services, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which, each of Bank and the District expressly acknowledge, each of Bank and the District hereby agree as follows:

Agreement

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

- 1.1 This Agreement;
- 1.2 Bank’s Proposal; (Exhibit A Pricing)
- 1.3 The account agreement for the deposit accounts that the District maintains at Bank (the “**Deposit Agreement**”) (Exhibit B).
- 1.4 The Service Description for each Service (each, a “**Service Description**”) (Exhibit B).

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

The Deposit Agreement and the Service Descriptions in effect as of the date of this Agreement are attached hereto as Exhibit B-1.3 and 1.4.

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

2. **Services; Additional Services.** Bank and the District will agree upon the Service(s) to be provided. If the District requests and Bank agrees to provide additional services after the date of this Agreement, which are governed by additional service descriptions, pricing or other documents, the terms and conditions thereof shall be deemed to be incorporated herein by reference without the need to either amend this Agreement or to add such service descriptions, pricing or other documents as attachments to this Agreement.

3. Changes to Services or Service Documentation.

Bank may change the Services and/or terms in the Service Documentation listed in 1.3 and 1.4 at any time upon prior written notification. If the District discontinues using the affected Service before the change becomes effective, it will not be bound by the change. If the District continues to use a Service after the change becomes effective, it will be bound by the change.

4. Term and Termination.

Unless terminated sooner in accordance with the Service Documentation, this Master Agreement and all Services will continue in effect until October 31, 2020 with an option of two (2) one (1) year extensions upon agreement of mutual parties. This Agreement may be terminated by either party upon ninety (90) days prior written notice to the other party (unless a Service is terminated sooner in accordance with the Service Documentation). Bank may terminate any Service (a) following notice to the District of a breach of any provision of the Service Documentation and the District's failure to cure the breach within ninety (90) days of the date of such notice, or (b) without notice to the District if (i) The District is subject to a petition under the U. S. Bankruptcy Code or (ii) Bank determines in its sole discretion that a material adverse change has occurred in the District's ability to perform its obligations under the Service Documentation. The termination of a Service will not affect the District's or Bank's rights with respect to transactions occurring before termination. Bank will not be liable to the District for any losses or damages the District may incur as a result of any termination of any Service.]

5. Service Fees. The District shall pay Bank the fees for the Services as set forth in the Proposal attached hereto Exhibit A, exclusive of taxes based on Bank's net income. Except as otherwise agreed to between the District and Bank, Bank may debit the District's account(s) with Bank for any fees not covered by earnings credits and any taxes that are due, or it may send an invoice to the District for such amounts, which the District will promptly pay.

6. Confidential Information. Unless otherwise provided in the Service Documentation, all User Guides and software provided to the District constitute Bank's or its vendor's confidential information ("**Confidential Information**"), and the District will not acquire any ownership interest in or rights to Confidential Information as a result of the District's use of any Service. The District will (a) maintain the confidentiality of the Confidential Information; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than the District's 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. The District will notify Bank immediately if it knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "**Unauthorized Use**") of any Confidential Information. If the District (or its employees or agents) is responsible for the Unauthorized Use, the District will, at its expense, if directed by Bank in lieu of Bank taking such action itself, promptly take all actions, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information and obtain redress for any injury caused to Bank as a result of such Unauthorized Use.

7. Representations and Warranties.

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

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

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

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

8. Liability and Indemnification.

8.1 Bank will perform each Service in accordance with reasonable commercial standards applicable to Bank's business; laws, regulations and operating circulars governing the activities of Bank; applicable funds transfer system(s) and clearinghouse rules; and the Service Documentation.

8.2. Bank is under no obligation to honor, in whole or in part, any entry, file, batch release, transfer instruction, payment order, transaction or instruction that (a) exceeds the available balance in the District's account, unless otherwise provided in the Service Documentation; b) is not in accordance with the Service Documentation or Bank's applicable policies, procedures or practices as made available to the District; c) Bank has reason to believe may not have been duly authorized, should not be honored for its or the District's protection, or involves funds subject to a hold, dispute, restriction or legal process; or d) would possibly result in Bank violating any applicable rule or regulation of any federal or state regulatory authority including without limitation any Federal Reserve guidelines such as the limitations on Bank's intra-day net funds position.

8.3 All uses of Services through the District's ID codes, passwords, token cards, PINs, or passcodes (each, a "Code") will be deemed to be authorized by and binding on the District. The District's failure to protect Codes may allow an unauthorized party to (a) use the Services, (b) access the District's electronic communications and financial data, and (c) send or receive information and communications to Bank. The District assumes the entire risk of unauthorized use of Codes and unencrypted electronic transmissions.

8.4 The District will promptly furnish written proof of loss to Bank and notify Bank if it becomes aware of any third party claim related to a Service. The District will cooperate fully (and at its own expense) with Bank in recovering a loss. If the District is reimbursed by or on behalf of Bank, Bank or its designee will be subrogated to all rights of the District.

8.5 Bank will have no liability for failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond Bank's reasonable control. If Bank determines that any funds transfer or communications network, Internet service provider, or other system(s) it has selected to provide a Service is unavailable, inaccessible or otherwise unsuitable for use by Bank or the District, Bank may, upon notice to the District, suspend or discontinue the affected Service.

8.6 Except in the case of Bank's negligence or intentional misconduct, the District will indemnify and hold Bank, its directors, officers, employees and agents harmless from all losses or damages that arise out of: (a) the performance of a Service in accordance with the Service Documentation including without limitation any warranty Bank is required to make to a third party in connection with a Service; (b) an act or omission of any agent, courier or authorized representative of the District; and (c) if the Service includes a license or sublicense of any software to the District, the use or distribution of the software by the District or any person gaining access to the software through the District that is inconsistent with the license or sublicense.

8.7 Bank will only be liable to the District for the District's direct monetary losses due to Bank's negligence or intentional misconduct. Except as expressly provided otherwise in the Service Documentation, neither party to this Master Agreement will be liable to the other party for any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages, 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.

9. Miscellaneous.

9.1 The Service Documentation will be governed by substantive federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the State of Florida, without regard to conflicts of laws principles. Any portion of the Service Documentation which is inconsistent with applicable laws, regulations or rules will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to the District as a result of the inconsistency or modification and application. If any portion of the Service Documentation is deemed unenforceable, it will not affect the enforceability of the remaining Service Documentation.

9.2 Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Bank will use the most recent address for the District in Bank's records, and any notice from Bank will be effective when sent. The District will use the address where the District's relationship manager or other manager is located and address any notice to the attention of such manager. Any notice from the District will be effective when actually received by Bank. Bank will be entitled to rely on any notice from the District that it believes in good faith was authorized by an authorized representative of the District and, except as expressly stated in the Service Documentation, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it.

9.3 The Services rely upon a robust network of Bank assets, employees and third-party resources located in the United States [and around the world]¹ to provide service to Bank's customers. Bank reserves the right to perform services using this model and to add and delete service providers at Bank's discretion. Bank has rigorous vendor engagement policies and procedures. Bank takes responsibility for the actions of the providers with whom it enters into contracts to provide services to Bank's customers.

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

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

Port of Palm Beach District

By: _____

Name: _____

Title: _____

WELLS FARGO BANK, N.A.

By:  _____

Name: Kristine Alderson

Title: Relationship Manager

¹ If RFP requires all work to be done in U.S., confirm with RM, and remove the bracketed language.

Exhibit A

Pricing Proforma-1.2

[see attached]

Port of Palm Beach summary:

	Account Analysis STMT	- Peg balance at 15MM, zero fees out of pocket Earnings Credit 50/ Int Paid 50
	Example-February	Sample
Peg Balance- Depending on the month	\$21,624,334	\$10,000,000 through \$15,000,000
Earnings Credit Rate (ECR)	0.50%	0.50%
Estimated Fees - off set by balances	8,636,685	8,345,709
Excess Balances (eligible for interest)	\$12,987,649	\$6,654,291
Estimated Interest Paid out	\$4,981	\$2,892 **
Interest Rate	0.50%	0.50%
Estimated Sweep Balances	0	6,424,334
Interest Paid- Sweep Interest Estimate-1.70%*		\$9,529 **
Total \$ earned	\$4,981	12,421 **

\$0.00 Hard dollar fees

\$0.00 Hard dollar fees

* Daily changes occur

**Will depend on deposit/sweep balances. Above is a sample based on \$15MM deposits/\$6.4MM sweep

Sweep Rates	Current rate
Government Money Market Fund- Institutional Rate as of today 07/18/18:	1.77%
Treasury Plus Money Market Fund- Institutional Rate as of today 07/18/18:	1.73%



Wells Fargo Treasury Management Pro Forma

Prepared For

Port of Palm Beach 10MM-15MM PEG 50/50

ANALYSIS SUMMARY

Average Positive Collected Balance-PEG	\$	10,000,000.00 to 15,000,000
Balance Reserve Requirement @ 0.00%	\$	0.00
Investable Balance Available for Services	\$	10,000,000-15,000,000.00
Monthly Analyzed Charges	\$	3,477.38
Earnings Allowance @ 0.50%	\$	3,477.38
Net Monthly Analyzed Charges	\$	(0.00)
*Monthly Fee Based Charges	\$	0.00
Total Monthly Analyzed Charges	\$	(0.00)
Interest @ 0.50%	\$	2,892.48 <i>*Depending on balance</i>
*Charges not offset by balances		
Investable balance required to offset \$1.00 of analyzed charges	\$	2,400.00
Balance required to offset all analyzed charges	\$	8,345,708.88

SERVICE DETAILS

<u>WF Code</u>	<u>AFP Code</u>	<u>Service Description</u>	<u>Unit Price</u>	<u>Volume</u>	<u>Service Charges</u>
IAMIB	000230	RECOUPMENT MONTHLY IB	0.12750	15,000	1,912.50
		BALANCE & COMPENSATION INFORMATION Subtotal			1,912.50
22051	010000	ACCT MAINTENANCE	20.00000	12	240.00
CK021	010100	DEBITS POSTED	0.20000	36	7.20
		GENERAL ACCOUNT SERVICES Subtotal			247.20
08174	100100	CASH VAULT DEPOSIT CASH AND CHECK	10.00000	4	40.00
08173	100100	CV CASH ONLY OR CHECK ONLY DEPOSIT	0.24460	42	10.27
CK064	100416	CEO RETURN ITEM SERVICE MTHLY BASE	0.00000	12	0.00
34235	100416	CEO RETN ITEM SUBSCRIPTION PER ACCT	0.00000	12	0.00
08290	100199	CASH VAULT CURRENCY/COIN DEPOSITED	0.00050	2,721	1.36
08132	100100	CASH VAULT MONTHLY BASE	30.00000	2	60.00
08008	100110	VAULT DEPOSITED COIN - ROLLED	0.12000	14	1.68
001	100220	DEPOSITED CHECKS - ON US	0.12000	11	1.32
002	100225	DEPOSITED CHECK	0.12000	84	10.08
		DEPOSITORY SERVICES Subtotal			124.71

<u>WF Code</u>	<u>AFP Code</u>	<u>Service Description</u>	<u>Unit Price</u>	<u>Volume</u>	<u>Service Charges</u>
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	0.03000	138	4.14
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	6.00000	1	6.00
12682	150120	POSITIVE PAY ONLY - ITEM	0.05000	133	6.65
12681	150030	POSITIVE PAY ONLY MONTHLY BASE	15.00000	6	90.00
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE	60.00000	6	360.00
22202	150100	DDA CHECKS PAID	0.12000	138	16.56
PAPER DISBURSEMENT SERVICES Subtotal					483.35
34337	200201	CEO CHECK ISSUES-ITEM	0.03900	135	5.26
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.01000	667	6.67
PAPER DISBURSEMENT RECON SERVICES Subtotal					11.93
CK018	250201	ELECTRONIC CREDITS POSTED	0.41000	34	13.94
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	0.00000	1	0.00
ES344	250202	ACH RECEIVED ITEM	0.00000	23	0.00
ES803	250500	ACH PAYMENTS ONLINE BATCH RELEASE	0.53000	3	1.59
34377	250000	ACH PAYMENTS BASE FEE	55.00000	1	55.00
ACH2D	250102	ACH PAYMENTS TWO DAY ITEM	0.16000	189	30.24
34334	251050	ACH CEO FRAUD FILTER STOP MTHLYBASE	5.00000	3	15.00
ES352	251050	ACH FRAUD FILTER STOP MTHLYBASE	5.00000	9	45.00
ES481	250302	ACH NOC - INFO REPORTING ADVICE	6.50000	4	26.00
34330	250703	ACH CEO SUBSCRIPTION - ACCOUNT	0.00000	13	0.00
GENERAL ACH SERVICES Subtotal					186.77
34240	300010	CEO EDI PMT DETAIL SUBSC MO BASE	0.00000	1	0.00
EDI PAYMENT SERVICES Subtotal					0.00
ES030	350300	WIRE IN - DOMESTIC	10.00000	3	30.00
ES191	350320	WIRE IN VIA CORRESPONDENT BK-USD/FX	7.00000	2	14.00
ES141	350120	WIRE BOOK TRANSFER - CEO	0.21000	17	3.57
ES139	350100	WIRE OUT DOMESTIC - CEO	9.00000	8	72.00
WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal					119.57
34123	40022Z	CEO EVENT MESSAGING SERVICE - EMAIL	0.02000	160	3.20
34121	400274	CEO INTRADAY REPORTING ITEMS RPTD	0.30000	10	3.00
34120	400055	CEO INTRADAY REPORTING MAINTENANCE	15.00000	12	180.00
34115	400272	CEO PREV DAY REPORTING ITEMS LOADED	0.10000	247	24.70
34100	400052	CEO PREV DAY REPORTING MAINTENANCE	15.00000	12	180.00
34205	400003	CEO WIRE XFR DETAIL US ACCT MO BASE	0.00000	12	0.00
34253	400800	INFO REPORTING HISTORY STORAGE 120	0.00000	2,954	0.00
34207	400274	CEO WIRE XFR DETAIL US ACCT ITEM	0.02000	22	0.44
INFORMATION SERVICES Subtotal					391.34
Total Analyzed Charges					(0.00)
*Total Fee Based Charges					0.00
Total Service Charges					3,477.38

For additional service definitions, please contact your Treasury Management Sales Consultant or visit:
www.wellsfargo.com/accountanalysis

Exhibit B

Deposit agreement- 1.3

Service descriptions-1.4

[Separately attached]

Appendix

Government Money Market Fund

All information is as of 6-30-18 unless otherwise indicated. Information is subject to change.

Key facts

S&P rating	AAAm
Moody's Rating	Aaa-mf
Share Class	Institutional
Investment Minimum	\$10 million
Ticker	GMXX
CUSIP	94975P405
Gross Expense Ratio	0.22%
Net Expense Ratio	0.20%
Total fund assets	\$73.7 billion
Fund Manager	Laurie R. White, Jeffrey L. Weaver, CFA, Michael C. Bird, CFA
Fund Inception Date	11-16-87
Class Inception Date	7-28-03
Trading deadline	5 p.m. Eastern Time

Performance

Current yield as of 6-30-18

7-day SEC yield (%)	1.77
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Month	30-day current yield (%)
June 2017	0.74
July 2017	0.82
August 2017	0.85
September 2017	0.86
October 2017	0.88
November 2017	0.92
December 2017	1.05
January 2018	1.16
February 2018	1.20
March 2018	1.36
April 2018	1.50
May 2018	1.58
June 2018	1.69

Average annual total returns (%) as of 6-30-18

1 year	3 year	5 year	10 year	Since Inception
1.16	0.55	0.33	0.27	3.13

The Manager has contractually committed through May 31, 2019, to waive fees and/or reimburse expenses to the extent necessary to cap the fund's total annual fund operating expenses after fee waiver at the amounts shown above. Brokerage commissions, stamp duty fees, interest, taxes, acquired fund fees and expenses (if any), and extraordinary expenses are excluded from the cap. Without these reductions, the fund's seven-day current yield would have been 1.75%. After this time, the cap may be increased or the commitment to maintain the cap may be terminated only with the approval of the Board of Trustees. The expense ratio paid by an investor is the net expense ratio (the total annual fund operating expenses after fee waivers) as stated in the prospectus.

Figures quoted represent past performance, which is no guarantee of future results and do not reflect taxes that a shareholder may pay on a fund. Investment returns will fluctuate. The fund's yield figures more closely reflect the current earnings of the fund than the total return figures. Current performance may be lower or higher than the performance data quoted and assumes the reinvestment of dividends and capital gains. Current month-end performance is available at the fund's website, wellsfargofunds.com.

Money market funds are sold without a front-end sales charge or contingent deferred sales charge. Other fees and expenses apply to an investment in the fund and are described in the fund's current prospectus. (Continued on next page.)

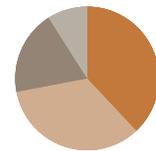
Principal investment strategies

Seeks current income, while preserving capital and liquidity. Invests in high-quality, short-term money market instruments that consist of U.S. Government obligations and repurchase agreements collateralized by U.S. Government obligations.

Portfolio composition¹

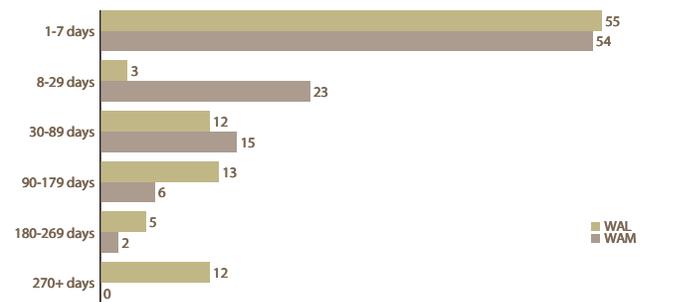
% of portfolio

- Government agency debt: (38)
- Government agency repo: (34)
- Treasury repurchase agreement: (19)
- Treasury debt: (9)



Total: 100%

Portfolio maturity schedule (%)



Money market fund statistics

Weighted average maturity: 25 days

Weighted average life: 94 days

Daily liquid assets: 49%

Weekly liquid assets: 63%

Strength. Expertise. Support.

The expertise of our independent Wells Fargo Funds investment teams, our rigorous ongoing investment review, and a collaborative level of superior service is our trademark. We skillfully manage our funds to help institutions, financial advisors, and individuals navigate the investment terrain to reach their financial objectives. Everything we do on behalf of our investors is built on the standards of integrity and service established by our parent company, Wells Fargo & Company.

Fund disclosures

For government money market funds: You could lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

1. Portfolio composition is subject to change and may have changed since the date specified.

Definition of terms

Daily liquid assets: Cash, direct obligations of the U.S. government, or securities that will mature or are subject to a demand feature exercisable and payable within one business day.

Weekly liquid assets: Cash, direct obligations of the U.S. government, or government securities issued on authority granted by the U.S. Congress that are issued at a discount to the principal amount to be repaid at maturity and have remaining maturity of 60 days or less or will mature or are subject to a demand feature exercisable and payable within five business days.

Weighted average life (WAL): An average of the final maturities of all securities held in the portfolio, weighted by their percentage of total investments. The maturity of a portfolio security is the period remaining until the date on which the principal amount is unconditionally required to be paid, or in the case of a security called for redemption, the date on which the redemption payment is unconditionally required to be made. The calculation of WAL allows for the maturities of certain securities with demand features to be shortened but, unlike the calculation of WAM, does not allow shortening of the maturities of certain securities with periodic interest rate resets. WAL is a way to measure a fund's potential sensitivity to credit spread changes. WAL is subject to change and may have changed since the date specified.

Weighted average maturity (WAM): An average of the effective maturities of all securities held in the portfolio, weighted by each security's percentage of total investments. The maturity of a portfolio security is the period remaining until the date on which the principal amount is unconditionally required to be paid, or in the case of a security called for redemption, the date on which the redemption payment is unconditionally required to be made. WAM calculations allow for the maturities of certain securities with demand features or periodic interest rate resets to be shortened. WAM is a way to measure a fund's sensitivity to potential interest rate changes. WAM is subject to change and may have changed since the date specified.

Rating agencies: The ratings indicated are from Standard & Poor's (S&P); Moody's Investors Service, Inc.; and/or Fitch Ratings Ltd. (together, rating agencies). Standard & Poor's is a trademark of McGraw-Hill, Inc., and has been licensed. The funds are not sponsored, endorsed, sold, or promoted by these rating agencies, and these rating agencies make no representation regarding the advisability of investing in the funds. The credit rating is a forward-looking opinion about a fund's potential capacity to maintain stable principal or stable net asset value. The ratings are opinions as of the date they are expressed and not statements of fact or recommendations to purchase, hold, or sell any security. Standard & Poor's rates the creditworthiness of money market funds from AAAM (highest) to Dm (lowest). Moody's rates the creditworthiness of money market funds from Aaa-mf (highest) to C-mf (lowest). Fitch Ratings Ltd. rates the creditworthiness of money market funds from AAAMmf (highest) to Bmmf (lowest).

*This fact sheet must be accompanied or preceded by a current prospectus for Institutional Class shares of the Wells Fargo Money Market Funds. Wells Fargo Asset Management (WFAM) is a trade name used by the asset management businesses of Wells Fargo & Company. Wells Fargo Funds Management, LLC, a wholly owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for Wells Fargo Funds. Other affiliates of Wells Fargo & Company provide subadvisory and other services for the funds. The funds are distributed by **Wells Fargo Funds Distributor, LLC**, Member FINRA, an affiliate of Wells Fargo & Company. Neither Wells Fargo Funds Distributor nor Wells Fargo Funds Management holds fund shareholder accounts or assets. This material is for general informational and educational purposes only and is NOT intended to provide investment advice or a recommendation of any kind—including a recommendation for any specific investment, strategy, or plan.*

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Treasury Plus Money Market Fund

All information is as of 6-30-18 unless otherwise indicated. Information is subject to change.

Key facts

S&P rating	AAAm
Moody's Rating	Aaa-mf
Share Class	Institutional
Investment Minimum	\$10 million
Ticker	PISXX
CUSIP	94975H296
Gross Expense Ratio	0.23%
Net Expense Ratio	0.20%
Total fund assets	\$13.8 billion
Fund Manager	Laurie R. White, Jeffrey L. Weaver, CFA, Michael C. Bird, CFA
Fund Inception Date	10-01-85
Class Inception Date	8-11-95
Trading deadline	5 p.m. Eastern Time

Performance

Current yield as of 6-30-18

7-day SEC yield (%)	1.75
---------------------	------

Month	30-day current yield (%)
June 2017	0.76
July 2017	0.84
August 2017	0.84
September 2017	0.86
October 2017	0.89
November 2017	0.93
December 2017	1.05
January 2018	1.16
February 2018	1.19
March 2018	1.35
April 2018	1.46
May 2018	1.53
June 2018	1.67

Average annual total returns (%) as of 6-30-18

1 year	3 year	5 year	10 year	Since Inception
1.15	0.53	0.32	0.22	3.31

The Manager has contractually committed through May 31, 2019, to waive fees and/or reimburse expenses to the extent necessary to cap the fund's total annual fund operating expenses after fee waiver at the amounts shown above. Brokerage commissions, stamp duty fees, interest, taxes, acquired fund fees and expenses (if any), and extraordinary expenses are excluded from the cap. Without these reductions, the fund's seven-day current yield would have been 1.73%. After this time, the cap may be increased or the commitment to maintain the cap may be terminated only with the approval of the Board of Trustees. The expense ratio paid by an investor is the net expense ratio (the total annual fund operating expenses after fee waivers) as stated in the prospectus.

Figures quoted represent past performance, which is no guarantee of future results and do not reflect taxes that a shareholder may pay on a fund. Investment returns will fluctuate. The fund's yield figures more closely reflect the current earnings of the fund than the total return figures. Current performance may be lower or higher than the performance data quoted and assumes the reinvestment of dividends and capital gains. Current month-end performance is available at the fund's website, wellsfargofunds.com.

Money market funds are sold without a front-end sales charge or contingent deferred sales charge. Other fees and expenses apply to an investment in the fund and are described in the fund's current prospectus. (Continued on next page.)

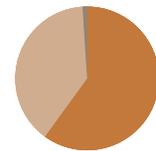
Principal investment strategies

Seeks current income, while preserving capital and liquidity by investing in high-quality, short-term money market instruments that consist of U.S. Treasury obligations and repurchase agreements collateralized by U.S. Treasury obligations.

Portfolio composition¹

% of portfolio

- Treasury repurchase agreement: (60)
- Treasury debt: (39)
- Other instrument: (1)



Total : 100%

Portfolio maturity schedule (%)



Money market fund statistics

Weighted average maturity: 26 days

Weighted average life: 96 days

Daily liquid assets: 87%

Weekly liquid assets: 91%

Strength. Expertise. Support.

The expertise of our independent Wells Fargo Funds investment teams, our rigorous ongoing investment review, and a collaborative level of superior service is our trademark. We skillfully manage our funds to help institutions, financial advisors, and individuals navigate the investment terrain to reach their financial objectives. Everything we do on behalf of our investors is built on the standards of integrity and service established by our parent company, Wells Fargo & Company.

Fund disclosures

For government money market funds: You could lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

1. Portfolio composition is subject to change and may have changed since the date specified.

Definition of terms

Daily liquid assets: Cash, direct obligations of the U.S. government, or securities that will mature or are subject to a demand feature exercisable and payable within one business day.

Weekly liquid assets: Cash, direct obligations of the U.S. government, or government securities issued on authority granted by the U.S. Congress that are issued at a discount to the principal amount to be repaid at maturity and have remaining maturity of 60 days or less or will mature or are subject to a demand feature exercisable and payable within five business days.

Weighted average life (WAL): An average of the final maturities of all securities held in the portfolio, weighted by their percentage of total investments. The maturity of a portfolio security is the period remaining until the date on which the principal amount is unconditionally required to be paid, or in the case of a security called for redemption, the date on which the redemption payment is unconditionally required to be made. The calculation of WAL allows for the maturities of certain securities with demand features to be shortened but, unlike the calculation of WAM, does not allow shortening of the maturities of certain securities with periodic interest rate resets. WAL is a way to measure a fund's potential sensitivity to credit spread changes. WAL is subject to change and may have changed since the date specified.

Weighted average maturity (WAM): An average of the effective maturities of all securities held in the portfolio, weighted by each security's percentage of total investments. The maturity of a portfolio security is the period remaining until the date on which the principal amount is unconditionally required to be paid, or in the case of a security called for redemption, the date on which the redemption payment is unconditionally required to be made. WAM calculations allow for the maturities of certain securities with demand features or periodic interest rate resets to be shortened. WAM is a way to measure a fund's sensitivity to potential interest rate changes. WAM is subject to change and may have changed since the date specified.

Rating agencies: The ratings indicated are from Standard & Poor's (S&P); Moody's Investors Service, Inc.; and/or Fitch Ratings Ltd. (together, rating agencies). Standard & Poor's is a trademark of McGraw-Hill, Inc., and has been licensed. The funds are not sponsored, endorsed, sold, or promoted by these rating agencies, and these rating agencies make no representation regarding the advisability of investing in the funds. The credit rating is a forward-looking opinion about a fund's potential capacity to maintain stable principal or stable net asset value. The ratings are opinions as of the date they are expressed and not statements of fact or recommendations to purchase, hold, or sell any security. Standard & Poor's rates the creditworthiness of money market funds from AAAM (highest) to Dm (lowest). Moody's rates the creditworthiness of money market funds from Aaa-mf (highest) to C-mf (lowest). Fitch Ratings Ltd. rates the creditworthiness of money market funds from AAAMmf (highest) to Bmmf (lowest).

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Commercial Account Agreement

Effective October 1, 2014

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I. Terms Applicable to All Commercial Deposit Accounts

Introduction

In this Commercial Account Agreement (“Agreement”), “Company” refers to the owner or accountholder of a Wells Fargo bank commercial deposit account (“Account”). “Bank” refers to the Wells Fargo bank at which Company’s Account is maintained. This Agreement includes the following disclosures applicable to Bank’s commercial deposit accounts and related services (each, a “Service”), that Bank has separately provided to Company: (i) the schedule of Bank’s fees and other account-related information (the “fee and information schedule”), (ii) the collection schedule, (iii) the funds availability policy, (iv) the privacy policy, (v) the rate sheets for interest-bearing accounts, each as modified by Bank from time to time, and (vi) any additional disclosures regarding Company’s Account that Bank may provide to Company. Company is responsible for ensuring that each Authorized Signer is familiar with this Agreement. Unless Company has instructed Bank in writing to the contrary, Bank may consider communications about Company’s Account from an Authorized Signer on Company’s Account as communications from Company. Company agrees to notify Bank immediately in writing if any Authorized Signer’s authority has been terminated. This Agreement replaces all prior agreements with Bank regarding Company’s Account other than agreements regarding security interests in, or services utilizing, the Account. By signing Bank’s signature card for Company’s Account or by using Company’s Account or a Service, Company will be deemed to have agreed to this Agreement. Company should retain a copy of this Agreement (and any information that Bank provides Company regarding changes to this Agreement) for as long as Company maintains its Account with Bank.

Defined Terms

In this Agreement, certain words have a special meaning and are therefore defined. Certain terms and their definitions are found in this Section, and others are found in the text of this Agreement.

Affiliate.

An “Affiliate” is a bank that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Authorized Signer.

An “Authorized Signer” is a person who has Company’s actual or apparent authority to transact business on Company’s Account(s), whether or not such person has signed the signature card or other documentation for

Company's Account(s). Bank may continue to recognize an Authorized Signer's authority until Bank has received and had a reasonable time to act upon Company's written modification or revocation of it.

Business Day.

A "Business Day" is every day except Saturdays, Sundays and federal holidays.

Collected Balance.

The "Collected Balance" is the Ledger Balance in Company's Account less Deposit Float.

Commercial Deposit Account.

A "Commercial Deposit Account" is any deposit account, other than one of Bank's business deposit accounts, that is not held or maintained primarily for personal, family or household purposes. Examples of commercial deposit 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.

Deposit Float.

"Deposit Float" is the total dollar amount of Items deposited in Company's Account for which, based on the collection schedule used by Bank or the applicable Affiliate for this type of account, Company's Account has not yet been credited for purposes of calculating the Collected Balance.

Deposited Item.

A "Deposited Item" is an Item (including a non-U.S. Item) that Bank cashes or collects for Company or accepts for deposit to Company's Account.

Investable Balance.

The "Investable Balance" is the Collected Balance in Company's Account less (i) the portion of such Collected Balance that Bank is required by law to hold in reserve at a Federal Reserve Bank and (ii) other adjustments.

Item.

An "Item" is an order, instruction, or authorization to withdraw or pay funds from Company's Account. Examples include checks and electronic transactions including Automated Clearing House (ACH) and wire transfers.

Ledger Balance.

The “Ledger Balance” is the balance in Company’s Account after all debits and credits for the Business Day are posted.

Overdraft.

An “Overdraft” is any event that results in a negative balance in Company’s Account.

Paper Item.

A “Paper Item” is an Item that is in paper form.

Service.

A “Service” is any service Bank provides to Company including without limitation any Treasury Management Service.

Arbitration Agreement**Agreement to Arbitrate.**

Except as stated in “No Waiver of Self-Help or Provisional Remedies” below, Company and Bank agree, at Company’s or Bank’s request, to submit to binding arbitration all claims, disputes and controversies between or among Company and Bank (and their respective employees, officers, directors, attorneys and other agents), whether in tort, contract or otherwise arising out of or relating in any way to Company’s Account(s) and/or Service(s) and their negotiation, execution, administration, modification, substitution, formation, inducement, enforcement, default or termination (each, a “Dispute”).

Governing Rules.

Any arbitration proceeding will (i) proceed in a location selected by the American Arbitration Association (“AAA”) in the state whose laws govern Company’s Account; (ii) be governed by the Federal Arbitration Act (Title 9

of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between Company and Bank; and (iii) be conducted by the AAA, or such other administrator as Company and Bank shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and any such Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Nothing contained herein shall be deemed to be a waiver by Bank of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

No Waiver of Self-Help or Provisional Remedies.

This arbitration requirement does not limit the right of either party to (i) exercise self-help remedies including setoff or (ii) 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 or reference hereunder, including those arising from the exercise of the actions detailed in (i) and (ii) of this subsection.

Arbitrator Qualifications and Powers.

Any Dispute in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney licensed in the state whose laws govern Company's Account and who has a minimum of ten (10) years experience in the substantive law applicable to the subject matter of the Dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the discretion of the arbitrator(s)) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication.

The arbitrator(s) shall resolve all Disputes in accordance with the substantive law of the state whose laws govern Company's Account and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as deemed necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the state rules of civil procedure for the state whose laws govern Company's Account or other applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

Discovery.

In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than twenty (20) days before the hearing date and within 180 days of the filing of the Dispute with the AAA. Any requests for an extension of the discovery periods, or any discovery Disputes, will be subject to final determination by the arbitrator(s) upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

Class Actions and Consolidations.

Company and Bank agree that the resolution of any Dispute arising pursuant to the terms of this Agreement shall be resolved by a separate arbitration proceeding and shall not be consolidated with other Disputes or treated as a class. Neither Company nor Bank 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.

Payment of Arbitration Costs and Fees.

The arbitrator(s) shall award all costs and expenses of the arbitration proceeding.

Miscellaneous.

To the maximum extent practicable, the AAA, the arbitrator(s), Company and Bank shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. The arbitrator(s), Company or Bank may not disclose the existence, content or results thereof, except for disclosures of information by Company or Bank required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between Company and Bank potentially applies to a Dispute, the arbitration agreement most directly related to Company's Account or the subject matter of the Dispute shall control. This arbitration agreement shall survive the closing of Company's Account or termination of any Service or the relationship between Company and Bank.

Statements and Other Account-Related Information

Mailing Statements and Other Account-Related Information to Company.

Except as expressly provided otherwise in this Agreement, Bank will mail (or otherwise make available to Company) statements for Company's Account and notices and other information regarding Company's Account or any Service (collectively, "Account-Related Information") to the postal or electronic address reflected in Bank's records for Company's Account. Any statement or Account-Related Information will be deemed to have been sent to Company on the first Business Day following the date on it. A statement or other Account-Related Information that is held for Company to pick up will be deemed to be delivered to Company at the time that Bank makes it available for pick up.

Company's Obligation to Review Statements and Other Account-Related Information and to Notify Bank of Errors.

Company agrees to promptly and carefully examine each statement for Company's Account and any other Account-Related Information and any paid Items that are returned with (or described in) the statement and any other Account-Related Information and to promptly notify Bank of, and reimburse Bank for, any erroneous credit to Company's Account. Within thirty (30) days after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim for credit or refund due, for example, to an erroneous or unauthorized debit, a missing signature, an unauthorized signature, or an alteration (each, an "unauthorized transaction"). Within six (6) months after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim

for credit or refund resulting from a forged, unauthorized, or missing endorsement. Such notification is to be made by (i) calling the telephone number listed on the statement for Company's Account or in the other Account-Related Information for such purpose and (ii) submitting a written report to Bank as soon as possible, but, in any event, within the timeframes specified above. If Company fails to notify Bank within the timeframes specified above, the balance shown on the statement for Company's Account or other Account-Related Information will be conclusively presumed to be correct, and Company will be deemed to have released Bank from all liability for the Items charged to Company's Account and for all other transactions covered by the statement or other Account-Related Information. In addition, if Company fails to notify Bank of an unauthorized transaction on Company's Account within thirty (30) days after Bank mails or otherwise makes the statement for Company's Account or other Account-Related Information describing the unauthorized transaction available to Company, Bank will not be liable to Company for any unauthorized transactions on Company's Account by the same person that could have been prevented if Company had complied with Company's obligations under this subsection. If Company notifies Bank of any claim for credit or refund later than required by this subsection, Bank may assert, at Company's request and on Company's behalf, any claim against a third party that Bank determines in Bank's sole discretion is permitted under the laws governing this Agreement or applicable rule.

Returned, Unclaimed Statements or Other Account-Related Information.

Unless otherwise prohibited by the laws governing this Agreement, (i) if two or more statements for Company's Account are returned, Bank may discontinue sending statements for Company's Account and other Account-Related Information to Company until Company provides a valid address to Bank; (ii) Bank may destroy statements for Company's Account and other Account-Related Information that are sent to Company and returned to Bank as undeliverable; and (iii) if Bank holds the statement for Company's Account or other Account-Related Information for Company to pick up and the statement remains unclaimed for sixty (60) days, Bank may send the statement to the address reflected in Bank's records for Company's Account or destroy it.

Address Changes for Statements for Company's Account and Other Account-Related Information.

Company may instruct Bank to change the address to which Bank mails (or the means by which Bank otherwise makes available) statements for Company's Account and other Account-Related Information at any time. Bank may act on any such instruction purportedly made on Company's

behalf within a reasonable time after Bank receives such instruction. Unless Company instructs Bank otherwise, Bank may in its sole discretion change the address only for the Account(s) Company specifies or for all or some of Company's other Accounts with Bank. Bank may change Company's address of record if Bank receives an address change notice from the U.S. Postal Service or if Bank receives information from a third party in the business of providing correct address information that the address in Bank's records no longer corresponds to Company's address.

Notices and Other Mail.

Any notice Company sends Bank will not be effective until Bank actually receives it and has a reasonable opportunity to act on it. If there is more than one Authorized Signer on Company's Account, Bank may send statements and other Account-Related Information to any one of them (unless Company has otherwise instructed Bank in writing). Company assumes the risk of loss in the mail. Any notice Bank sends Company will be effective when mailed or otherwise made available to Company.

Contacting Company Regarding Servicing and/or Collections.

In order for Bank to service the Account or to collect any amounts Company owes to Bank, Bank may from time to time make calls and/or send text messages to Company at any telephone number(s) associated with Company's Account, including wireless telephone numbers that could result in charges to Company. The manner in which these calls or text messages are made to Company may include without limitation prerecorded/artificial voice messages and/or an automatic telephone dialing system. In addition, in order for Bank to service the Account or to collect any amounts Company owes to Bank, Bank may send e-mails to Company at any e-mail address Company provides to Bank.

Electronic Communications.

If Company provides Bank with an electronic address to which Bank may send electronic communications, Company agrees that Bank may send to Company by electronic communication any information that the laws governing this Agreement require be sent to Company in writing, provided such electronic communication does not violate the laws governing this Agreement. "Electronic communication" means a message transmitted electronically in a format that allows visual text or images to be displayed on equipment such as a personal computer monitor.

Fraud Prevention

Protection Against Unauthorized Items.

Company acknowledges that there is a growing risk of losses resulting from unauthorized Items. Bank offers Services that provide effective means for controlling the risk from unauthorized Items. These Services include:

- Positive Pay, Positive Pay with Payee Validation, or Reverse Positive Pay (each offered by Bank in conjunction with Bank's Account Reconciliation Plan Service);
- ACH Fraud Filter; and
- Payment Authorization Service.

In addition, Bank may recommend Company use certain fraud prevention practices to reduce Company's exposure to online fraud. Each of these practices is an industry "best practice".

An example of a best practice is dual custody, which requires a payment or user modification initiated by one user to be approved by a second user on a different computer or mobile device before it takes effect.

Company will be treated as having assumed the risk of any loss that could have been prevented by its use of any fraud prevention Service or best practice Bank has recommended to Company, if Company:

- Declines to enroll in the fraud prevention Service(s);
- Enrolls in the fraud prevention Service but fails to use it in accordance with the Service Documentation applicable to it; or
- Fails to adopt and follow a best practice.

Lost or Stolen Paper Items; Unauthorized Items.

If any of Company's unissued Paper Items has been lost or stolen, or if Company learns that unauthorized Items are being issued on Company's Account, Company agrees to notify Bank at once. To the extent that Company's failure to so notify Bank hampers Bank's ability

to prevent loss, Bank will be relieved of any liability for such Items. Upon receipt of any such notice, Bank may at its sole discretion and without any liability to Company take one or more of the following actions: (i) close Company's Account and open a new account for Company; (ii) dishonor any Paper Item Company or an Authorized Signer has indicated may have been lost or stolen (unless Company or an Authorized Signer subsequently has instructed Bank to honor such an Item); or (iii) pay any Paper Item presented for payment on Company's Account, provided Company has

instructed Bank to pay such Paper Item and given Bank the number of that Paper Item. If Bank opens a new account for Company and Company has authorized a third party to automatically make regular deposits to or withdrawals from Company's Account (such as wire or ACH transfers), Bank shall have no liability to Company if Company does not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for Company due to Company's failure to notify that third party in a timely fashion of the number of Company's new Account.

Preventing Misuse of Company's Account.

Company agrees to take reasonable steps to ensure the integrity of Company's internal procedures with respect to Company's Account and Items drawn on Company's Account or deposited to it. To help prevent embezzlement and protect Company's business assets, Bank recommends Company:

- Assign responsibilities for Company's Account to multiple individuals. Those who reconcile statements for Company's Account should be different from those who issue Items drawn on Company's Account.
- Reconcile statements for Company's Account as received and notify Bank immediately of any problem.
- Contact Bank immediately if Company does not receive the statement for Company's Account when Company would normally expect to.
- Watch for Paper Items cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure Company's supply of Paper Items at all times. Stolen Paper Items are a common method of embezzlement.
- Periodically reassign accounting duties such as reconciling Company's Account or making a deposit.
- Review transaction activity on Company's Account 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 embezzlement.
- Destroy any Paper Item that Company does not intend to use.
- Use tamper-resistant Paper Items at all times.
- Notify Bank immediately when an Authorized Signer's authority ends so that his/her name can be removed from all signature cards and Online Banking access, and any Cards that Bank has issued to him/her can be cancelled.

- Do not sign blank Paper Items.
- Obtain insurance coverage for these risks.

Claim of Unauthorized Transactions; Bank's Rights and Liability

Investigation by Bank; Company's Agreement to Cooperate.

Bank shall investigate any transaction Company has reported to Bank as unauthorized (a "Claim of Unauthorized Transaction"). Company agrees to (i) submit Company's Claim of Unauthorized Transaction in writing to Bank by completing or obtaining a declaration under penalty of perjury describing Company's Claim of Unauthorized Transaction (in an affidavit form approved by Bank, if so requested); (ii) file a police report; (iii) complete and return to Bank any documents requested of Company; and (iv) in all respects cooperate fully at Company's expense with Bank in Bank's investigation of Company's Claim of Unauthorized Transaction.

Standard of Care.

Bank will meet its standard of care for Company's Account by exercising ordinary care in the transaction at issue. When Bank takes an Item for processing by automated means, "ordinary care" does not require Bank to examine the Item. In all other cases, "ordinary care" requires only that Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Bank's policies and procedures are general internal guidelines for Bank's use and do not establish a higher standard of care for Bank than is otherwise established by the laws governing this Agreement. A mere clerical error or an honest mistake will not be considered a failure of Bank to perform any of its obligations. If Bank waives any of its rights as to Company or Company's Account on one or more occasions, it will not be considered a waiver of Bank's rights on any other occasion.

Limitation of Liability; Indemnification.

Whether in connection with Company's Account or a Service, in no event will either party to this Agreement or its respective directors, officers, employees, or agents be liable to the other party for any special, consequential, indirect or punitive damages, whether any claim is based on contract or tort or whether the likelihood of such damages was known to either party. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing this Agreement. Bank will not have any liability to Company if there are insufficient available funds in Company's Account to pay Company's Items due to actions taken by (i) Bank in accordance with this Agreement or (ii) any third party. Except to the extent that Bank fails to exercise ordinary care or breaches this Agreement,

Company agrees to indemnify and hold Bank and its directors, officers, employees and agents harmless from all claims, demands, losses, liabilities, judgments and expenses (including their attorneys' fees and legal expenses) arising out of or in any way connected with Bank's performance under this Agreement. Company agrees this indemnification will survive the closing of Company's Account and the termination of any Service.

Adverse Claims.

If any person or entity makes a claim against funds in Company's Account, or if Bank believes that a conflict exists between or among the Authorized Signers on Company's Account or that there is a dispute over matters such as the ownership of Company's Account or the authority to withdraw funds from Company's Account, Bank may, without any liability to Company, take one or more of the following actions: (i) continue to rely on Bank's records to determine the ownership of or the identity of the Authorized Signer(s) for Company's Account; (ii) honor the claim upon receipt of evidence satisfactory to Bank to justify such claim; (iii) freeze all or a part of the funds in Company's Account until the dispute is resolved to Bank's satisfaction; (iv) close Company's Account and send a check for the available balance in Company's Account payable to Company or to Company and each claimant; or (v) pay the funds into an appropriate court.

Legal Process.

Bank may accept and act on any legal process it believes is valid, whether served in person, by mail or by electronic notification, at any location of Bank. "Legal process" includes a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure or other legal process relating to Company's Account. Any such legal process is subject to Bank's security interest and right of setoff. Bank will not notify Company of a grand jury subpoena affecting Company or Company's Account.

"Freezing" Company's Account.

As part of Bank's loss prevention program, when Bank suspects that irregular, unauthorized, or unlawful activities may be occurring in connection with Company's Account, Bank may "freeze" (or place a hold on) the balance in Company's Account (and in other Account(s) Company maintains with Bank) pending an investigation of such suspected activities. If Bank freezes Company's Account, Bank will give any notice required by the laws governing this Agreement.

Force Majeure.

Neither party to this Agreement shall be deemed to be in default of any of

its obligations under this Agreement if its performance is delayed, hindered or becomes impossible because of any act of God or of any public enemy, hostilities, war (declared or undeclared), guerilla or terrorist activities, act of sabotage, blockade, earthquake, flood, landslide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure or any cause beyond the control of either party.

Company's Insurance Coverage.

Many businesses carry special insurance for employee fraud/embezzlement. If Company does, Bank reserves the right to require Company to file a claim with its insurance company before making any claim against Bank. In such event, Bank will consider Company's claim only after Bank has reviewed Company's insurance company's decision, and Bank's liability to Company, if any, will be reduced by the amount Company's insurance company pays Company.

Substitute Checks

A federal law, known as the "Check Clearing for the 21st Century Act" or "Check 21," took effect on October 28, 2004. This law provides for an instrument called a "substitute check." A substitute check contains an accurate copy of the front and back of the original draft 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 draft for all purposes, including proving that Company made a payment. Any Paper Item Company issues or deposits that is returned to Company may be returned in the form of a substitute check. Even if Company has cancelled Items returned with the statements for Company's Account, Bank may in its sole discretion withhold substitute checks therefrom. Company agrees Company will not transfer a substitute check to Bank, by deposit or otherwise, if Bank would be the first financial institution to take the substitute check, unless Bank has expressly agreed in writing to take it.

Deposits to Company's Account

General.

Unless otherwise agreed in writing, Bank may, without inquiry, accept a deposit to Company's Account at any time, from any person or entity, made in any manner including without limitation a deposit based on an image of an Item. Bank may also refuse to accept all or any part of any deposit. Bank may use time and place of receipt, method of delivery, and status of set up to determine when Company's deposit is received. Bank may require that Company deposit an Item made payable to Company to Company's Account, instead of permitting Company to cash the Item. Bank is not

responsible for a deposit until a Bank employee has received and verified it. The receipt received at the time of deposit is not evidence a deposit has been verified. Bank may reverse or otherwise adjust any credit Bank believes it has erroneously made to Company's Account at any time without prior notice to Company.

Collection Items.

Bank may, in its sole discretion and with notice to Company, handle a Paper Item as a collection Item, instead of as a deposit. This means Bank sends the Item to the issuer's bank for payment and credits Company's Account for the Item when Bank receives payment for the Item. If the Item is returned unpaid, Bank will return the Item to Company.

Endorsements.

This subsection applies if an endorsement is necessary for the transfer or negotiation of an Item. Company authorizes Bank to supply Company's endorsement on any Item Bank takes for collection, payment or deposit to Company's Account. Company also authorizes Bank to collect any unendorsed Item that is made payable to Company without first supplying Company's endorsement, provided the Item was deposited to Company's Account. Bank may refuse to pay any Item or accept any Item for deposit or collection unless Bank is able to verify to its satisfaction that all of the necessary endorsements are present on the Item. For example, Bank may require that all endorsers be present at the time that an Item is presented to Bank for payment or accepted for deposit or collection.

Material Appearing on the Back of Paper Items; Legends on Paper Items.

Company is responsible for losses incurred by any person that cashes or accepts Company's Paper Items for deposit, if: (i) the loss is due to a delay in the return of the Item; and (ii) the delay is caused by material appearing on the back of the Item when it was issued or transferred by Company. This material may include, but is not limited to, carbon bands, blacked out areas, and printed or written text or numbers. Company is responsible for all losses, claims, damages or expenses that result from a restrictive legend or notation on Company's Paper Items.

Breach of Warranties.

If Company breaches any warranty Company makes under the laws governing this Agreement or rule with respect to any Item, Company shall not be released or otherwise discharged from any liability for such breach so long as Bank notifies Company of the breach within 120 days after Bank learns of the breach. If Bank fails to notify Company within this 120-day

period, Company shall be released from liability and discharged only to the extent Bank's failure to notify Company within such time period caused a loss to Company.

When Deposits are Credited to Company's Account.

All over-the-counter deposits or ATM deposits to Company's Account which are received before Bank's established cut-off time on any Business Day will be credited (and will be considered deposited) to Company's Account as of the close of business that day, and will be reflected in that day's Ledger Balance for Company's Account. All other deposits will be processed in accordance with the written agreements governing such deposits or, if there is no written agreement, banking practice. All deposits received after Bank's established cut-off time on a Business Day or at any time on a day which is not a Business Day will be credited (and will be considered deposited) to Company's Account at the end of the next Business Day. Deposits placed in one of Bank's "night depositories" before the established deadline on any Business Day will be credited to Company's Account at the close of business on that same day. All other deposits placed in the "night depository" will be credited to Company's Account at the end of the next Business Day.

Company's Use of Funds.

Company's use of funds deposited to Company's Account will be governed by Bank's separately disclosed collection schedule and, if Company's Account is a checking account, funds availability policy. Bank's collection schedule describes when deposits of Items that satisfy certain criteria will be considered collected. A fee may be charged in connection with any use of uncollected funds permitted by Bank. The then-current rate will appear on the statement for Company's Account. Bank's funds availability policy describes when funds deposited to Company's checking Account will be available to be used for all purposes. Bank may change its collection schedule and funds availability policy from time to time without prior notice to Company.

Deposits at Affiliates.

Company may make deposits to Company's Account(s) at an Affiliate, provided the Affiliate agrees. If Company makes a deposit to Company's Account at an Affiliate, that Affiliate's collection schedule and funds availability policy will determine when the funds deposited to Company's Account will be considered collected and available.

Deposits of Non-U.S. Items.

Bank may refuse to accept for deposit or collection an Item that is payable in currency other than U.S. dollars or an Item that is not drawn on a financial

institution chartered in the United States (each, a “non-U.S. Item”). If Bank accepts a non-U.S. Item for deposit to Company’s Account or collection, Company accepts all risk associated with foreign currency fluctuation (exchange rate risk) and any late return of the non-U.S. Item. Company agrees Bank may use Bank’s current buying and selling rate, as applicable, when processing a non-U.S. Item and may recover from Company’s Account any loss Bank incurs as a result of processing such an Item for Company. Bank reserves the right to place longer holds on non-U.S. Items than the timeframes specified in Bank’s funds availability policy for Deposited Items.

Acts and Omissions of Other Financial Institutions.

Bank is not liable for the insolvency, neglect, misconduct, mistake, or default of another bank or person, or for the loss or destruction of a Deposited Item or of a notice of nonpayment relating thereto. If a Deposited Item is lost or misrouted during the collection process: (i) Bank shall have no responsibility to Company for the actions or inactions of any collecting bank; (ii) Bank may charge Company’s Account for the amount of the Deposited Item (and reverse any interest that may have accrued to Company’s Account in connection with the Deposited Item); and (iii) Company agrees to cooperate with Bank in recreating the Deposited Item.

Deposited Items Returned.

Bank has the right to charge back to or otherwise debit any of Company’s Account(s) for any Deposited Item that is returned (and to reverse or recover any associated interest that may have accrued), even if Company has made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided Bank does not have actual knowledge that such deadline has expired or, having such knowledge, (i) Bank concludes that the Deposited Item has been returned in accordance with the laws governing this Agreement or a rule (including a clearing house rule); or (ii) Bank has received a breach of warranty claim in connection with the Deposited Item.

Bank has the right to pursue collection of such Deposited Item, even to the extent of allowing the payor bank to hold the Deposited Item beyond the midnight deadline in an attempt to recover payment. Bank may redeposit a returned Deposited Item and re-present it for payment by any means (including electronic means), unless Bank has received instructions from Company not to redeposit such Deposited Item. Bank will have no liability for taking or failing to take any action to recover payment of a returned Deposited Item.

If one of Company's Deposited Items is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), Bank may debit Company's Account for the amount of the Item (plus any associated fees) and pay the amount to the person or entity making the claim. Bank is under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense. Bank need not give Company any prior notification of its actions with respect to the claim. Company agrees to immediately repay any Overdraft caused by the return of a Deposited Item.

Direct Deposits Returned by Bank.

If, in connection with a direct deposit plan funds are deposited to Company's Account and later returned to the originator, Bank may deduct the amount from that or any other Account Company maintains at Bank, without prior notice and at any time, except as prohibited by the laws governing this Agreement. Bank may also use any other legal remedy to recover the amount.

Reconstructing Lost or Destroyed Deposited Items.

If a Deposited Item is lost or destroyed during processing or collection (either at Bank or at another point in the payments system), Company agrees to cooperate fully with Bank to reconstruct the Deposited Item by promptly: (i) providing Bank with a copy of the front and back of the Deposited Item from Company's or the issuer's records; (ii) asking the issuer to place a stop payment on it (at Bank's expense) and issue a replacement Item to Company (if the Deposited Item has not been paid); or (iii) reviewing Company's records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if Company does not know the identity of the issuer of the Deposited Item). If Company fails to cooperate with Bank, Bank may, at any time and without advance notice to Company, reverse or otherwise adjust any credit made to Company's Account for a lost or destroyed Deposited Item.

Withdrawals from Company's Account

Determining Company's Account's Balance; Debiting Company's Account.

In determining the balance in Company's Account that is available to pay Items, Bank may reduce the available balance by the amount of any hold that Bank has placed on Company's Account under this Agreement. Additionally, Bank may place a hold on Company's Account if Bank receives an electronic notice that an Item will be presented for payment or collection against Company's Account (a "Notice of Presentment"). The hold may remain in effect from the time the Notice of Presentment is received until

the Item is presented or notice is received that the Item will not be presented, whichever first occurs. Bank may conclusively rely on the information it receives in an electronic presentment or notification when determining the available balance in Company's Account, and Bank will not have any liability for refusing to honor any of Company's Items because of insufficient funds, even if the electronic presentment or notification incorrectly describes the Item, including its amount. Bank may debit Company's Account on the day an Item is presented by any means, including without limitation electronically, or at an earlier time based on notification received by Bank that an Item drawn on Company's Account will be presented for payment or collection. A determination of the balance in Company's Account for purposes of making a decision to dishonor an Item for insufficiency or unavailability of funds may be made at any time between the presentment of the Item (or earlier upon receipt of any Notice of Presentment) and the time of return of the Item. No more than one such determination need be made.

Order of Posting; Categories of Items

Bank posts transactions during its nightly processing each Business Day. Generally, Bank first posts deposits or incoming transfers received before the deposit cutoff time that day. Bank then posts withdrawals (such as ATM, debit card or check transactions) that have been received for payment from Company's Account. Bank pays some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

The order in which Bank posts Items to Company's Account will depend upon a number of factors. For example, in connection with the process of posting Items, Bank has the right to (i) establish different categories of Items, (ii) establish a posting order for each category of Item(s), and (iii) establish different posting orders for Items within each category. Except to the extent limited by federal regulatory and judicial authorities, Bank has the right to change any of the factors described in (i), (ii) and (iii) above at any time without notice to Company.

Establishing categories of Items. Bank groups Items into categories it establishes. For example, Bank may group debit card transactions into one category, and group checks into another category. Bank may include more than one type of Item in a single category.

Establishing a posting order for each category of Items. Bank pays some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

Establishing a posting order of Items within a single category. If there are multiple transactions within a category, the order in which the transactions are posted will vary depending on the type of transaction.

For example, Bank will pay the most common types of transactions in the following order:

- ATM, debit card, account transfers, teller cashed checks and teller cash withdrawals – transactions will be sorted by the date the transaction was conducted. For a debit card transaction, if a merchant does not seek pre-authorization from the Bank at the time of the transaction, Bank will use the date the transaction is received for payment from Company's account. If there are multiple transactions on a date, those transactions will be sorted by time (where that information is available to Bank's posting systems); the remaining transactions on that date will be sorted and paid from lowest to highest dollar amount.
- Checks and automatic payments (also known as ACH).

If there are multiple transactions, the transactions will be sorted and paid from highest to lowest dollar amount.

Relation between posting order and overdrafts/returned items

On any given Business Day, if Bank receives more than one Item for payment and determines there are sufficient funds to pay one or more but not all of the Items, then the number of Items paid and the overdraft and returned Item fees assessed could be affected by the order that Bank chooses to post those Items. For example, if Bank posts Items in the order of highest to lowest dollar amount, the total number of overdraft and returned Item fees Company is charged could be larger than if Bank were to post the Items in a different order.

Paper Items Presented Over-the-Counter for Payment by a Non-Customer.

If a Paper Item drawn against Company's Account is presented over-the-counter for payment by a person who does not have a deposit account at Bank, Bank may charge a fee to the person presenting the Paper Item as a condition for payment of the Paper Item. Company should contact its banker if Company has questions or if Company is required for any reason to have a place where Company's Paper Items can be cashed without a fee. The amount of the fee is disclosed in the fee and information schedule. Bank

may require identification acceptable to Bank and not prohibited by the laws governing this Agreement, including a fingerprint of the person presenting the Paper Item. Bank may dishonor the Paper Item if the person refuses to pay this fee or provide the identification Bank requests.

Large Cash Withdrawals.

If Company wants to cash a check (or make a cash withdrawal from Company's Account) for a very large amount, Bank may require five (5) Business Days' advance notice so that it can order the cash from its vault. Bank may, but is not obligated to, require that Company provide adequate security when Company picks up the cash and may also require Company to pick up the cash at Bank's central vault or other location.

Withdrawals at Affiliates.

Company may make withdrawals from Company's Account at an Affiliate, provided the Affiliate agrees. If an Affiliate cashes an Item for Company, Bank may place a hold on Company's Account(s) for a corresponding amount of funds. If the Item is later returned to the Affiliate for any reason, Bank may debit one or more of Company's Accounts for the amount of the Item.

Items Resulting From Company's Disclosure of Company's Account Number.

If Company voluntarily discloses Company's Account number to another person orally, electronically, in writing, or by some other means, and Bank determines that the context of such disclosure implies Company's authorization to debit Company's Account, Bank may treat such disclosure as Company's authorization to that person to issue Items drawn on Company's Account.

Missing Signatures; Alterations; Forgeries.

Bank will have no responsibility for reviewing the number or combination of signatures on an Item drawn on Company's Account. This means that if Company has indicated that more than one signature is required in connection with an Item drawn on Company's Account,

Bank will have no liability to Company if a transaction is conducted on or through Company's Account contrary to the signature requirements Company has specified, provided at least one of the required signatures appears on the Item. Bank will have no liability to Company for failing to detect a forgery of the signature of an Authorized Signer or an alteration of one of Company's Items, if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it.

Dates and Special Instructions on Paper Items.

Bank may, without inquiry or liability, pay one of Company's Paper Items even though: (i) special instructions written on the Paper Item indicate that Bank should refuse payment (e.g., "Void after thirty (30) days," "Paid-In-Full," or "Void over \$100"); (ii) the Paper Item is staledated (e.g., it bears a date that is more than six (6) months in the past), even if Bank has knowledge of the date on the Paper Item; (iii) the Paper Item is post-dated (e.g., it bears a date in the future), unless an Authorized Signer has given Bank a notice of post-dating; or (iv) the Paper Item is not dated. In addition, Bank may pay in U.S. dollars the amount that has been MICR-encoded on Company's Paper Item, even though Company has purportedly drawn the Paper Item in a foreign currency.

Facsimile or Mechanical Signatures.

If Company has elected to use a facsimile, other mechanical signature (including a stamp) to sign or endorse Paper Items or a Company logo or other mark in lieu of a signature, Bank may rely on that signature (or any signature that purports to be the facsimile, other mechanical signature of an Authorized Signer) or the Company logo or other mark as Company's authorized signature without regard to when or by whom or by what means or in what ink color such signature, Company logo or other mark may have been made or affixed to a Paper Item deposited to, drawn on or otherwise debited to Company's Account.

Consumer ACH Debit Entries.

Under the ACH Operating Rules, certain types of ACH entries may only be presented on a consumer account. These entries (each, a "Consumer ACH Debit Entry") include without limitation Point of Purchase ("POP"), account receivable ("ARC"), destroyed check ("XCK") and returned check ("RCK") entries. Bank shall have no obligation to pay, and no liability for paying, any Consumer ACH Debit Entry on Company's Account.

Stop Payment Orders; Notices of Post-Dating**General.**

"Stop payment order" refers to both an order to Bank not to pay a Paper Item and to a notice of post-dating. To be effective, a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay Company's Paper Item as provided in the Uniform Commercial Code. Each stop payment order is subject to Bank's verification that the Paper Item described in the order has not been

paid. This verification may occur subsequent to the time Bank accepts the stop payment order.

Content of Stop Payment Order.

Bank requires the exact (i) name of the payee, (ii) number of Company's Account on which Paper Item is drawn, (iii) Paper Item amount and (iv) the Paper Item number or a range of Paper Item numbers. Bank may, at its sole discretion, use only a portion of the required information in order to identify a Paper Item. Failure to provide correct and complete information may make it impossible for Bank to stop payment of a Paper Item. Company agrees to indemnify and hold Bank harmless from and against any loss incurred by Bank as a result of Bank's paying a Paper Item if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of Bank's not paying a Paper Item for which a valid stop payment order is in effect).

Effective Period of Stop Payment Order; Renewal; Revocation.

Bank need not honor a written stop payment order for more than six (6) months. For accounts that do not have Bank's STOP AUTO-RENEWAL Service, Company must renew a stop payment order if Company does not want the stop payment order to expire after six (6) months. Each renewal is treated as a new stop payment order. For accounts with Bank's STOP AUTO-RENEWAL Service, a stop payment order is subject to annual renewals for up to six (6) twelve-month periods, unless Company has otherwise notified Bank in writing. Bank may pay a Paper Item after a stop payment order has expired, even though the Paper Item is more than six (6) months old. An instruction to revoke a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it.

Liability to Holder in Due Course.

Notwithstanding Bank's timely return of any Paper Item due to a valid stop payment order, Company may still be liable under the laws governing this Agreement for the amount of that Item.

Paper Items Paid Over Valid Stop Payment Orders.

If Bank pays a Paper Item over a valid stop payment order, Bank may require Company to provide Bank with an affidavit describing in detail Company's dispute with the payee. If Bank credits Company's Account after paying a post-dated Paper Item over a valid and timely notice of post-dating, Bank may charge Company's Account for the amount of the Paper Item as of the date of the Paper Item.

Overdrafts; Security Interest; Bank's Right to Setoff

Overdrafts and Insufficient Funds.

Bank may, at its option, pay or refuse to pay any Item if it would create an Overdraft on Company's Account, without regard to whether Bank may have previously established a pattern of honoring or dishonoring such an Item. Bank may take either of the following actions if Bank receives an Item drawn on Company's Account and there are insufficient available funds in Company's Account to cover the Item, without prior notice to Company:

- Pay the Item and create an Overdraft on Company's Account.
- Return the Item if the Item would create an Overdraft on Company's Account.

Company agrees to pay Bank's fee that may vary depending on the action Bank takes. Any Overdraft on Company's Account is immediately due and payable, unless Bank agrees otherwise in writing. Company agrees to reimburse Bank for the attorneys' fees and other costs and expenses Bank incurs in recovering the Overdraft (including Overdraft and associated fees). On a Business Day when Bank determines that there are sufficient funds in Company's Account to pay one or more but not all of the Items presented for payment on Company's Account, the order in which Bank posts such Items may affect the number of Items paid and the Overdraft and returned Item fees assessed. When Bank posts Items in the order of highest to lowest dollar amount, the Overdraft and returned Item fees may be more than these fees would be if Bank were to post the Items in the order of lowest to highest dollar amount.

Security Interest; Bank's Right to Setoff.

To secure Company's performance of this Agreement, Company grants Bank a lien on and security interest in Company's Account and Company's accounts with any Affiliate. In addition, Company acknowledges Bank may setoff against any Account(s) (including matured and unmatured time Account(s)) for any obligation Company owes Bank at any time and for any reason as allowed by the laws governing this Agreement. These obligations include both secured and unsecured debts and debts Company owes individually or together with another person. Bank may consider this Agreement as Company's consent to Bank's asserting its security interest or exercising its right of setoff should the laws governing this Agreement require Company's consent. If Company's Account is an unmatured time account, Bank may deduct any early withdrawal fee that may be due as a result of Bank having exercised its right of setoff. If Company has a Sweep

Account, Company also authorizes Bank to redeem Company's shares in the Designated Money Market Fund and apply the proceeds to any obligation Company owes Bank. The rights described in this subsection are in addition to and apart from any other rights, including any rights granted under any security interest that Company may have granted to Bank.

Bank Fees and Expenses

General.

Company agrees to pay Bank in accordance with the fee and information schedule. Company also agrees to pay an amount equal to any applicable taxes, however designated, exclusive of taxes based on the net income of Bank.

Payment of Bank Fees and Expenses; Finance Charges.

Bank may either directly debit Company's Account or invoice Company for Bank fees and expenses and taxes incurred in connection with Company's Account and any Service. If an Earnings Allowance accrues on Company's Account, Bank will periodically apply Company's accrued Earnings Allowance to Bank fees and expenses (unless Bank otherwise indicates in writing). Bank may debit Company's Account (or any other Account Company maintains at Bank) or invoice Company for any amount by which the fees and expenses exceed the accrued Earnings Allowance on Company's Account. Bank may also debit Company's Account (and any other account Company maintains at Bank) for attorneys' fees and any other fees and expenses Bank incurs in exercising its rights under this Agreement including Bank's rights in connection with Overdrafts, Adverse Claims, Legal Process and "Freezing" Company's Account. If there are insufficient funds in Company's Account to cover the debit, Bank may overdraw Company's Account. Company agrees to promptly pay any invoiced amount. Bank may assess finance charges on any invoiced amounts that are not paid within forty-five (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 expenses. Debiting of service fees occurs on the day of each calendar month Bank separately discloses to Company, or if the disclosed day is not a Business Day, on the next succeeding Business Day.

Earnings Allowance.

Each month, the average monthly Investable Balance in a commercial demand deposit account may earn an “Earnings Allowance” which, depending on the arrangement with Bank, may be applied against that month’s fees for the account. An Earnings Allowance in excess of the total monthly fees cannot be credited to the account as interest and may not be carried forward to the following month. Earnings Allowances are calculated on a 365/366-day year basis using an “Earnings Allowance Rate,” which is a variable rate established by Bank (and which may be as low as zero percent). Bank reserves the right to change this rate at any time without notice to Company. If the account is an interest-bearing account, the account is not eligible to earn an Earnings Allowance.

Recoupment Fee.

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. Bank assesses this Recoupment Fee to partially recover insurance premiums it pays to the FDIC for deposit insurance. The amount of the Recoupment Fee appears on the periodic statement or client analysis statement for Company’s account and is based on the monthly average ledger balance Company maintains in its account. The Recoupment Fee is subject to change by Bank at any time without notice. For questions about the Recoupment Fee, Company may contact its relationship manager at Bank.

Bank’s Use of Funds.

Bank may benefit from having the use of funds in customers’ non-interest bearing accounts. Bank may use these funds to reduce its borrowing from other sources such as the Fed Funds market or invest them in short-term investments such as its Federal Reserve Account. This benefit may be referred to as “spread”. It is not possible to quantify the benefit to Bank that may be attributable to a particular customer’s funds because funds from all customers’ non-interest bearing accounts are aggregated both for purposes of reducing Bank’s borrowing costs and for investment and because Bank’s use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks and Bank’s anticipated funding needs. Bank’s use of funds as described in this paragraph has no effect or impact on Company’s use of and access to funds in Company’s account.

Checking Subaccounts

For each checking account, Bank may establish on Company's behalf a master account and two subaccounts. All information that is made available to Company about Company's Account will be at the master account level. The subaccounts are comprised of a savings account and a transaction account. On the first day of each month, Bank will allocate funds between the two subaccounts as it deems appropriate. Items received by Bank that are drawn against Company's master account will be presented for payment against the transaction subaccount. Funds will be transferred from the savings subaccount to cover Items presented against the transaction subaccount as may be needed. On the sixth (6th) transfer from the savings subaccount during a statement period all of the funds on deposit in the savings subaccount will be transferred to the transaction subaccount. If Company's Account earns interest, the use of subaccounts will not affect the interest Company earns.

Miscellaneous

Acceptable Form of Paper Items; Document and Image Quality.

Company agrees to comply with Bank's specifications for Paper Items, including without limitation paper stock, dimensions, and other generally applicable industry standards for Paper Items and to include on Company's Paper Items Bank's name and address as directed by Bank. Certain features (such as security features) of an originally issued Item or a Deposited Item may impair the image quality of a substitute check, purported substitute check or electronic Item created by Bank or any third party. Bank will not be liable for any claims, demands, judgments or expenses paid, suffered or incurred by Company, and Company will indemnify Bank from and hold Bank harmless against any claims, demands, judgments or expenses paid, suffered or incurred by Bank, arising directly or indirectly as a result of or in connection with (i) the untimely return of any Paper Item Company has issued as a result of, and any presentment-related problem resulting from, the failure of the Paper Item to conform in any respect to Bank's Paper Item specifications, including without limitation, failure to include Bank's full name and address on the Paper Item, and (ii) any claim based on the image quality of a substitute check, purported substitute check or electronic Item, whether created by Bank or any third party.

Closing Company's Account.

Company may close Company's Account at any time. Bank may, in its sole discretion, close Company's Account at any time. If Bank closes Company's Account, Bank may send the Collected Balance on deposit in Company's

Account by ordinary mail to Company's most recent address shown on Bank's account records. Whether Company or Bank closes Company's Account, Company agrees to maintain on deposit in Company's Account sufficient funds (determined in Bank's sole discretion) to cover outstanding Items to be paid from Company's Account, charge-backs including without limitation returned Deposited Items and Bank's fees and expenses. This Agreement shall continue to govern Company's Account until Bank makes a final disbursement from it. In addition, Bank will not be liable for any loss or damage that may result from dishonoring any of Company's Items that are presented or otherwise received after Company's Account is closed. If Company's Account is an interest bearing account, the Account will cease earning interest from the date Company requests it be closed. If the Account balance does not reach zero within three (3) months from the date of Company's request, Bank may close the Account and send Company the balance as described above or return the Account to active status.

Contract Language.

English is the controlling language of the relationship between Company and Bank. Bank may translate its agreements, forms, disclosures and advertisements into another language for Company's convenience. However, if there is a discrepancy between Bank's English language materials and the materials in another language, the English language version is controlling, unless (i) Bank otherwise agrees with Company in writing; or (ii) the laws governing this Agreement specifically provide for a different result.

Credit Reports.

Company authorizes Bank to make any inquiries that Bank considers appropriate to determine if Bank should open and maintain an Account for Company. This may include ordering a credit (or other) report (e.g. information from any motor vehicle department or other state agency) on Company.

Dormant and Unclaimed Accounts.

Company's Account is dormant if, for one year for a checking account or three years for a Commercial savings or time account, there is no customer initiated activity (except where the laws governing this Agreement require otherwise). If Company's Account is dormant, Bank may hold all statements on Company's Account, but Bank's normal maintenance and other fees will continue to be assessed except where prohibited and ATM and Point-of-Sale ("POS") access may be blocked. If Company's Account remains dormant and is unclaimed by Company for the period required under the laws governing this Agreement, Bank is required by those laws to "escheat" the funds; that is, to deliver the funds in Company's Account to the state whose laws govern Company's Account. Bank may charge a fee to Company's Account for mailing an escheat notice. When the funds in Company's Account are delivered to the state, Company's Account is closed, and no interest accrues. To recover funds delivered to the state, Company must file a claim with the state.

Entire Agreement; Headings; No Third Party Beneficiary.

This Agreement constitutes the entire agreement between Company and Bank regarding the subjects addressed in it and supersedes prior oral or written representations, conditions, warranties, understandings, proposals or agreements regarding Company's Account. Headings do not constitute a part of this Agreement. No person or entity will be deemed to be a third party beneficiary under this Agreement.

Laws Governing this Agreement.

The laws governing this Agreement include the laws and regulations of the United States and, to the extent applicable, the laws of the state in which the Bank office that maintains Company's Account is located (unless Bank has notified Company in writing that the laws of another state shall govern Company's Account), without regard to conflicts of laws principles. If Company's Account was not opened in person at a Bank office (for example, if Company opened its Account by phone, through the mail or over the Internet), this Agreement will be governed by the laws of the state in which

Bank's main office is located, unless Bank notifies Company that its Account has been assigned to a particular Bank office, in which event the laws of the state in which that office is located will govern this Agreement. Any lawsuits, claims or other proceedings relating in any way to Company's Account, any Service or this Agreement, including without limitation, the enforcement of the Arbitration Agreement in this Agreement and the entry of judgment on any arbitration award shall be venued exclusively in the courts of the state whose laws govern this Agreement, without regard to conflict of laws principles. Each provision of this Agreement stands alone. Any provision of this Agreement which is inconsistent with the laws governing this Agreement, either in its entirety or with respect to a particular type of transaction or Item, will be deemed modified and applied in a manner consistent with the laws governing this Agreement. Any provision of this Agreement which a court of competent jurisdiction determines to be unenforceable or invalid, either in its entirety or with respect to a particular type of transaction or Item, will not affect the enforceability or validity of the remaining provisions of this Agreement.

Notwithstanding the preceding paragraph, any funds transfer that is a "remittance transfer" as defined in Regulation E, Subpart B, as amended from time to time, will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

Minimum Balance Requirements; Other Restrictions.

Bank may impose minimum balance requirements or other applicable limitations, or restrictions on Company's Account, provided such requirements, limitations or restrictions are disclosed to Company.

Modification of Agreement; Account Conversion.

Bank may in its sole discretion from time to time change this Agreement by adding new provisions or by modifying or deleting existing provisions. Each such addition, modification or deletion is referred to in this Agreement as a "modification." When applicable law requires Bank to notify Company of a modification, Bank may do so by posting notice of the modification in Bank or at Bank's home page (www.wellsfargo.com), by including a message on or with the statement for Company's Account, or by any other means that Bank considers appropriate, unless the laws governing this Agreement requires notice by a specific means. In addition, Bank may agree in writing to waive a provision of this Agreement including without limitation a fee (a "waiver"). Bank may, upon prior written notice to Company, revoke any waiver. Company's continued use of Company's Account or a related Service following the effective date of any modification or revocation of any waiver

will show Company's consent to that modification or revocation of waiver. Bank may convert Company's Account to another type of account at any time, provided Bank gives Company any advance notice that may be required.

Monitoring and Recording Communications.

Bank may without liability monitor, record and retain telephone conversations, electronic messages, electronic records and other data transmissions between Company and Bank at any time without further notice to Company, unless further notice is otherwise required by the laws governing this Agreement.

No Fiduciary Relationship.

Bank's relationship with Company concerning Company's Account is that of debtor and creditor; no fiduciary, quasi-fiduciary or special relationship exists between Company and Bank.

Reliance on Bank Records.

Bank may rely solely on its records to determine the form of ownership of and the Authorized Signers on Company's Account.

Reordering Checks.

Company can reorder checks by mailing the reorder form enclosed in Company's current order of checks or by calling Bank at the telephone number shown on the statement for Company's Account. If Company or a third party prints its checks, Bank shall have no liability to Company if Bank is unable to process such checks by automated means.

Restricted transactions.

Company acknowledges and agrees that "restricted transactions," as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder, are prohibited from being processed through Company's Account or any relationship between Company and Bank. In the event Bank identifies a suspected restricted transaction, Bank may block or otherwise prevent, or prohibit such transaction and, further, Bank may close the Account or end the relationship.

Transferring an Interest in Company's Account.

Company's Account may not be pledged, assigned or in any other manner transferred, whether in whole or in part, without Bank's written agreement.

II. Additional Terms Applicable to All Commercial Interest-Bearing, Savings and Time Accounts

Interest-Bearing Accounts

Variable/Fixed-Rate Accounts.

Company's interest-bearing Account may be either a variable-rate or fixed-rate account. Unless Bank has specified otherwise in writing, Company's Account will be a variable-rate account. That means Bank may in its sole discretion change the interest rate on Company's Account at any time. If Company's Account is a fixed-rate account and it is not a time account, Company will be paid the specified interest rate for at least thirty (30) days.

Method Used to Calculate Earned Interest.

Bank may use either the average daily balance or daily balance method to calculate interest. 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 for each day and dividing by the number of days in the period. The daily balance method applies a daily periodic rate to principal each day. Unless Bank has specified otherwise in writing, it will use the daily balance method to calculate interest. If Company's Account is a tiered-rate account, Bank may pay the same interest rate on more than one tier.

Interest Accrual.

If Company deposits a non-cash Item, such as a check, interest begins to accrue no later than the Business Day Bank receives credit for the deposit of that Item. This may not be the same day that Company deposits the non-cash Item to Company's Account.

Compounding and Crediting.

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, Bank will notify Company separately as to the frequency with which interest will be credited to Company's Account.

Target Balance Accounts.

If Company maintains multiple accounts at Bank, Company may, with Bank's consent, designate in writing one such account as its "Principal Account" and one or more additional accounts as "Target Balance Accounts." For each Target Balance Account, Company will separately specify to Bank in writing the Ledger Balance or Collected Balance which Company wishes

to maintain in such account (the "Target Balance"). At the end of each Business Day, Bank will determine the applicable balance on deposit in each Target Balance Account. If the applicable balance in a Target Balance Account exceeds its Target Balance, Bank will transfer from the Target Balance Account to the Principal Account such funds as are necessary to bring the applicable balance to the Target Balance. If the applicable balance is less than the Target Balance, Bank will transfer from the Principal Account to the Target Balance Account such funds as are necessary to bring the applicable balance to the Target Balance. Bank may, but will not be required to, transfer funds if the transfer would create an Overdraft or exceed the Collected Balance then on deposit in the Principal Account.

Interest Adjustments.

An interest adjustment may be reflected on the statement for Company's Account for the month after it occurs rather than the month in which it occurs.

Tax Identification Number Certification.

Treasury regulations require Bank to obtain a Tax Identification Number ("TIN") certification for each account. To avoid backup withholding tax on accounts that earn interest or dividends, Company must submit Internal Revenue Service ("IRS") Form W-9 or the appropriate Form W-8 and supporting information and/or documentation to Bank. U.S. citizens or other U.S. persons, including resident alien individuals, must provide a Form W-9. If Company is a non-resident alien as defined by the IRS, Company must provide the appropriate Form W-8. Additional documentation may be required if Company is a foreign partnership, foreign government, or is claiming an exemption based on Effectively Connected Income. Until Bank has received the completed and signed Form(s) W-9 or W-8, or any other required forms, Bank will pay interest and comply with the backup withholding requirements of the IRS. If, at any time, Bank receives information that someone other than Company is using the same TIN that Company certified as its TIN on Form W-9, and Bank is not able to determine to its own satisfaction that the TIN has been assigned to Company, Bank may at its option and without notice (i) stop paying interest on Company's Account, (ii) continue paying interest but comply with the backup withholding requirements of the IRS *and/or*, (iii) take any other action which Bank believes is reasonable in the circumstances. If Company is an individual who owns its Account as a sole proprietor, upon that individual's death, Bank must be provided with the individual's estate's or successor's TIN or Bank may either refuse to pay interest earned on Company's Account since the date of the individual's death or withhold a portion of the interest that has been earned on Company's Account since the date of the individual's death.

Commercial Savings Accounts

Bank's Right to Require Notice.

Bank has the right to require seven (7) days' written notice before Company withdraws money from Company's Negotiable Order of Withdrawal (NOW) or savings Account.

Regulation D savings account transaction and other limited activity

Regulation D and Bank limit certain types of withdrawals and transfers from a Federal savings or money market account to a combined total of six (6) per monthly statement period (exceptions to the statement period may apply):

Limited by Regulation D:-

- Transfers by phone using Bank's automated banking service or speaking with a banker on the phone
- Transfers or payments through online, mobile, and text banking (including bill pay)
- Transfers to a checking account for overdraft protection coverage
- Preauthorized transfers and withdrawals (including recurring and one time)
- Payments to third parties such as checks, drafts, or similar transactions (counted when they are posted to the account and not when they are written)
- Debit or ATM card purchases that post to the savings or money market account

Limited by Bank:

- Transfers and payments to Wells Fargo credit cards, lines of credit, and loans
- Wires whether made in person, on the telephone, or online

Not limited:

Except wire transfers as described above, there is no limit on withdrawals or transfers made in person at an ATM or a Wells Fargo banking location or on any types of deposits.

An excess activity fee is assessed for transactions exceeding the limits stated above. If the limit is exceeded on more than an occasional basis, Bank may be required to close or convert the savings or money market account to a checking account, which would discontinue any overdraft protection it might be providing to another account, or close the account. If the withdrawal and

transfer limit is reached, Bank may decline transfers and withdrawals for the remainder of the monthly statement period (exceptions to the statement period may apply) to help Company avoid a fee and account conversion or closure.

The Excess Activity Fee for Savings and Money Market Accounts is \$10 per excess transaction.

Commercial Time Accounts

General.

Commercial Time (“time”) Accounts include deposits which are payable, either on a specified date or at the expiration of a specified time, no less than seven (7) calendar days after the date of deposit. Bank may refer to a time account as a “certificate of deposit” or a “CD,” even though the time account is not represented by a certificate.

Certificated Time Accounts.

If Company receives a certificate evidencing Company’s time Account, Bank may require Company to present the certificate and any amendments to receive payment or transfer ownership.

Maturity Date.

Company’s time Account will mature at the end of the term stated on Company’s receipt, disclosure or certificate, as applicable.

Time Requirements.

Company agrees to keep Company’s funds on deposit until the maturity date. Company may make withdrawals from Company’s time Account on the maturity date or within the grace period after that date. Bank will not agree in advance to allow withdrawal before maturity.

Payment of Interest.

If Company has elected a payment of interest other than a credit to Company’s time Account, Bank may in its sole discretion terminate it in favor of crediting Company’s time Account. Ordinarily, such discretion will be exercised when an interest payment mailed to Company’s Account address has been returned undelivered or when an Account to which Company’s interest payments were automatically credited has been closed, or if the interest payment amount is less than any minimum amount disclosed in the fee and information schedule.

Additional Deposits.

Other than during the grace period, Company may not make additional deposits to Company's time Account, unless Bank otherwise agrees in writing.

Withdrawal of Interest Prior to Maturity.

A withdrawal of interest prior to maturity will reduce earnings.

Renewal Policies.

If Company's time Account is automatically renewable, at maturity it will renew (i) for a like term; and (ii) at Bank's interest rate in effect on the maturity date for a new time deposit of the same term and amount, unless Bank has notified Company that it will not renew Company's Account. Company may withdraw Company's funds anytime during the grace period without a fee. If Company does, Bank will not pay interest for that period on the funds withdrawn. If Company's time Account is not automatically renewable and Company does not withdraw the funds on the maturity date, the funds will no longer earn interest after the maturity date and will be placed in a non-interest-bearing checking Account.

Early withdrawal fee. If Company withdraws funds from its time Account before the maturity date, an early withdrawal fee will be assessed:

- For terms less than three months (or less than 90 days), the fee is one month's interest
- For terms three months (or 90 days) through 12 months (or 365 days), the fee is three months' interest
- For terms over 12 months through 24 months, the fee is six months' interest
- For terms over 24 months, the fee is 12 months' interest
- Minimum fee is \$100

The early withdrawal fee is based on the principal amount withdrawn, at the interest rate on Company's time account at the time of withdrawal. For purposes of determining the amount of the early withdrawal fee, 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 fee is deducted from earned interest. If the fee is greater than the earned interest, the difference is deducted from the principal. In no event will the early

withdrawal fee for a withdrawal during the first six days after the date of deposit be less than seven days' simple interest.\

III. Funds Transfers

General.

Funds transfers to or from Company's Account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, the National Automated Clearing House Association and any regional association (each, an "ACH") and Clearing House Interbank Payments System ("CHIPS"). The following terms are in addition to, and not in place of, any other agreements between Company and Bank regarding funds transfers.

Notice of Receipt of Funds.

Unless Bank has otherwise agreed in writing, it will notify Company of funds electronically debited or credited to Company's Account through the statement for Company's Account covering the period in which the transaction occurred. Bank is under no obligation to provide Company with any additional notice or receipt.

Reliance on Identification Numbers.

If a transfer instruction describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If a transfer instruction describes a participating financial institution inconsistently by name and identification number the identification number may be relied upon as the proper identification of the financial institution.

Duty to Report Unauthorized and Erroneous Fund Transfers.

Company agrees to exercise ordinary care to determine whether a fund transfer to or from Company's Account was either erroneous or not authorized and will notify Bank of the facts within a reasonable time not exceeding fourteen (14) days after Bank sends or makes available to Company the statement for Company's Account on which the transfer appears or Company otherwise has notice of the transfer, whichever is earlier. Company will be precluded from asserting that Bank is not entitled to retain payment unless Company objects to payment within the fourteen (14) day period.

Erroneous Payment Orders.

Bank has no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by Company or to pay an amount greater than the amount intended by Company, or an erroneous transmission of a duplicate payment order previously sent by Company). Should Bank detect an error on one or more occasions, it shall not be construed as obligating Bank to detect errors in any future payment order.

Automated Clearing House (ACH) Transactions.

The following terms apply to payments to or from Company's Account that are transmitted through an ACH:

- Company's rights as to payments to or from Company's Account will be governed by the laws that govern Company's Account.
- Credit given by a receiving bank to its customer for a payment from Company's Account is provisional until final settlement has been made or until payment is considered received under the laws that govern Company's Account.
- If final settlement or payment is not made or received, the receiving bank will be entitled to a refund from its customer and Company, as the originator of the payment will not be considered to have paid Company's customer.
- If a payment is made to Company's Account and Bank does not receive final settlement or payment is not received under the laws governing this Agreement, Company will not be considered to have received payment, and Bank will be entitled to reimbursement from Company for that payment.
- Company hereby authorizes any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to Company's Account for electronic presentment or re-presentment of Items written or authorized by Company.

IV. Selected Services**Stagecoach Deposit[®] – ATM Deposit Only Card Service.**

Company may elect to utilize Bank's Stagecoach Deposit[®] – ATM Deposit Only Card Service by completing and returning to Bank the setup form for the Service. This Service allows Company to make deposits to Company's Account using a Stagecoach Deposit[®] – ATM Deposit Only card ("Deposit

Card”) and a designated Wells Fargo® ATM (“ATM”). Company will make such deposits according to the instructions Bank provides and will gain access to the ATM using the Deposit Card and a Personal Identification Number (“PIN”), the risk of misuse of both of which Company assumes. Bank will provisionally credit each deposit to Company’s Account based on the amount Company keys into the ATM. Company’s ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and Bank’s funds availability policy applicable to Company’s Account. If the dollar amount of Company’s deposit as determined by Bank differs from Company’s total (as shown on Company’s ATM receipt), Bank will send Company a statement showing the amount of this difference. Company agrees Bank’s count of the dollar amount of Company’s deposit will be conclusive and binding on Company. Company will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If Company claims any portion of a deposit was lost or stolen while in Bank’s custody, Company acknowledges Company has the burden of proving its claim. If Company orders supplies for the ATM Deposit Service through the ATM, Company authorizes Bank to initiate debits to Company’s Account and credits to the accounts of third party vendors to cover the cost of such supplies provided to Company. Such transfers may be processed through an automated clearing house or any other means chosen by Bank and will be subject to the rules of the funds transfer system used by Bank. Company’s authorization will remain in full force and effect until Bank has received written notification from Company of its termination in such time and manner as to afford Bank and any third-party vendor a reasonable opportunity to act on it.

Stagecoach Deposit® – Post Verify Service.

If Company elects to utilize Bank’s Stagecoach Deposit® – Post Verify Service, Company will prepare, package and deliver Stagecoach deposits to Bank in accordance with Bank’s instructions. Bank will provisionally credit Company’s Account for the currency shown on the deposit ticket enclosed in Company’s Stagecoach deposit bag as follows: (i) same day credit for deposits delivered to an office of Bank before that office’s cut-off time on any Business Day or for deposits placed in night depository of Bank before 6:00 a.m. on any Business Day; or (ii) next Business Day credit for deposits delivered to an office of Bank on any Business Day on or after Bank’s office’s cut-off time or on any non-Business Day. All Stagecoach deposits are subject to Bank’s acceptance and verification. Bank will verify the currency in Company’s Stagecoach deposit bag either at a later time in Bank’s office or

when Company's Stagecoach deposit bag is delivered to Bank's cash vault. Checks will be verified when they are delivered to Bank's check processing center. Bank reserves the right to adjust (debit or credit) Company's Account if Bank determines that the amount shown on Company's deposit ticket is incorrect. Because the frequency of armored courier transportation from Bank's offices to Bank's vaults varies from office to office, the time it takes to verify Company's Stagecoach deposit may vary, depending on the office to which Company's Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three (3) Business Days. Adjustments will be effective when they are processed.



Addendum to Wells Fargo
Commercial Account Agreement
Effective January 1, 2016

The Wells Fargo logo, consisting of the words "WELLS" and "FARGO" stacked vertically in a white, sans-serif font on a black rectangular background.

Effective January 1, 2016, Wells Fargo is updating the descriptions of its procedures for verifying transactions in the existing agreements governing Company's deposit account. In the event of a conflict between this update and the existing agreements, this update will control.

The provisions in the existing agreements pertaining to verification of transactions are deleted and replaced with the following:

Verification of Transactions.

All transactions are subject to Bank's verification. This includes cash, items, or other funds offered for deposit for which Bank has provided a receipt. Bank does not verify all transactions. Bank reserves the right to reverse or otherwise adjust, at any time without prior notice to Company, any debit or credit Bank believes Bank has erroneously made to Company's Account.

It is Company's responsibility, and Bank has no obligation, to make sure the declared amount of funds offered for deposit is accurate. If Bank determines a discrepancy exists between the declared and the actual amount of the funds, Bank is permitted to adjust (debit or credit) Company's Account. Bank is 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 Bank's standard adjustment amount. Bank is permitted to vary its standard adjustment amount from time to time without notice to Company and to use different amounts depending on account type.

If Company notifies Bank of an error in the amount of a deposit shown on Company's Account statement within 30 days of the date Bank mails or otherwise makes the account statement available to Company, Bank will review the deposit and make any adjustment Bank determines is appropriate, subject to any applicable fees. If Company fails to notify Bank during this timeframe, the deposit amount on Company's statement will be considered correct. This means that if the actual amount is less than the amount on the statement, the difference will become Company's property. If the actual amount is more than the amount shown on the statement, the difference will become Bank's property.

If Company's account is a Commercial Deposit Account or an analyzed business deposit account, Company may arrange for Bank to adjust all discrepancies identified during any verification without regard to Bank's standard adjustment amount by contacting its relationship manager.

Master Agreement for Treasury Management Services

The Service Documentation described below contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (each, "Bank") provide treasury management services ("Services"). The Bank customer to which the Services will be provided ("Customer") is identified in the Treasury Management Product Enrollment form or other product enrollment form(s) with acceptance of services language acceptable to Bank (e.g., Mandate Letter) (collectively, the "Acceptance").

Bank and Customer agree:

1. **Service Documentation.** The Service Documentation contains the terms governing each Service and includes:
 - 1.1. The Service Description;
 - 1.2. The Acceptance;
 - 1.3. This Master Agreement for Treasury Management Services ("Agreement");
 - 1.4. The account agreement governing the account(s) (each, an "Account") Customer uses in connection with the Service; and
 - 1.5. 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 complement one another, and the Service Documentation as a whole.

This Agreement and Service Descriptions 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. Customer's use of a Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to a Service or other change requires a change to a Service Description, Bank will post an updated Service Description on the *CEO* portal. When required by Applicable Law (as defined below), 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.

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 the activities of Bank and/or any transaction effected under this Agreement, including, but not limited to, all applicable funds transfer system and

clearing and settlement house rules governing the transactions effected under this Agreement.

- 2. Services.** Bank and Customer will agree upon the Service(s) to be provided. Each Service in the applicable jurisdiction is subject to the approval by the applicable branch or subsidiary of Bank. Customer may not begin using a Service until Bank has received all required and properly executed forms and Customer has successfully completed any testing or training requirements. To assist in Bank's establishment or maintenance of its limits or other processing arrangements, or to assist in Bank's compliance with Applicable Law, Customer will provide Bank with all such financial and/or other information Bank reasonably requests.
- 3. Changes to Services.** Bank may change (or add to) the terms and fees in the Service Documentation at any time. When required by Applicable Law, Bank will notify Customer of the change. If Customer continues to use a Service after the change becomes effective, it will be bound by the change.
- 4. Term and Termination.** Unless earlier 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. Bank may suspend or terminate any Service: (a) following notice to Customer of a breach of any provision of the Service Documentation or any other agreement with Bank, and Customer's failure to cure the breach (if capable of cure) within 15 days of the date of such notice; or (b) without prior notice to Customer if (i) Bank reasonably suspects that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent or illegal activity, (ii) Customer is subject to, voluntarily or involuntarily, or any action or step is commenced or any resolution is passed that may result in Customer being subject to any bankruptcy, insolvency, winding up, liquidation, judicial management, receivership, administrative management, reorganization or other similar proceeding in any jurisdiction, (iii) Bank determines in its sole discretion that its continued provision of a Service may place Bank at risk of financial loss or result in an unacceptable credit exposure, (iv) Customer terminates, liquidates, or dissolves its business or disposes of a substantial portion of its assets, (v) Customer fails to timely pay its debts, (vi) Customer initiates any composition with its creditors, (vii) any guaranty of Customer's obligations to Bank is terminated, revoked, or its validity contested by the guarantor, (viii) Bank determines in its sole discretion that a material adverse change has occurred in Customer's ability to perform its obligations under the Service Documentation, or in the ability of a guarantor of Customer's obligations to Bank to perform its obligations under the applicable guaranty agreement, or (ix) the Account necessary to provide a Service is closed. The termination of a Service will not affect Customer's or Bank's rights with respect to transactions occurring before termination. Bank will not be liable to Customer for any losses or damages Customer may incur as a result of any termination of any Service.
- 5. Service Fees.** Customer will pay Bank the fees described in the Service Documentation and any taxes applicable to each Service however designated exclusive of taxes based on Bank's net income. Bank may debit the Account(s) for any fees not covered by earnings credits and any taxes that are due, or it may send an invoice to Customer for such amounts, which Customer shall promptly pay.

Bank's charges and fees shall be set forth as expressed in Bank's applicable fee schedule for Services used in connection with the Account.

- 6. Confidential Information.** Unless otherwise provided in the Service Documentation, all User Guides and Terms of Use constitute Bank's or its vendor's confidential information ("Confidential Information"), and Customer will not acquire any ownership interest in or rights to Confidential Information as a result of Customer's use of any Service. Customer will (a) maintain the confidentiality of the Confidential Information; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than Customer's 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. Customer will notify Bank immediately if it knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any Confidential Information. If Customer (or its employees or agents) is responsible for the Unauthorized Use, Customer will, at its expense, promptly take all actions, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information and obtain redress for any injury caused to Bank as a result of such Unauthorized Use.
- 7. Currency.** When Customer requests or instructions require that Bank convert the amount of a payment order from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), Bank will do so using its applicable rate of exchange in effect at the time on the day Bank executes the payment order. If a financial institution designated to receive the funds does not pay the beneficiary specified in the payment order, and the funds are returned to Bank, Bank will not be liable to Customer for a sum in excess of the amount of the payment order after Bank has converted it from the Foreign Currency to the Account Currency using the applicable rate of exchange in effect at the time on the day Bank confirms the cancellation of the payment order. Bank bears no liability if the rate it uses for a particular transaction, i.e., the "applicable rate," differs from rates offered or reported by Bank or by third parties, or based upon different times of day, amounts, locations or involving different systems, agents or procedures. Currency exchange rates fluctuate over time, based upon market conditions, liquidity and risk. Customer acknowledges and accepts the risks of such fluctuations between the time Customer requests a payment order and the time the payment order is either completed or is unwound due to a cancellation, an amendment, a rejection or a return.
- 8. Liability and Indemnification.**

 - 8.1.** Bank is under no obligation to honor, in whole or in part, any payment order or other instruction that: (a) exceeds the available balance in the Account, unless otherwise provided in the Service Documentation; (b) is not in accordance with the Service Documentation or Bank's applicable policies, procedures or practices as made available to Customer; (c) Bank has reason to believe may not have been duly authorized, should not be honored for its or Customer's protection, or involves funds subject to a hold, dispute,

restriction or legal process; or (d) would possibly result in Bank's contravention of any Applicable Law.

- 8.2.** All uses of Services through Customer's ID codes, passwords, token cards, PINs, or passcodes (each, a "Code") will be deemed to be authorized by and binding on Customer, except as provided for in the Service Documentation. Customer's failure to protect Codes may allow an unauthorized party to: (a) use the Services; (b) access Customer's electronic communications and financial data; and (c) send or receive information and communications to Bank. Customer assumes the entire risk of unauthorized use of Codes and unencrypted electronic transmissions.
- 8.3.** Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
- 8.4.** Customer will promptly furnish written proof of loss to Bank and notify Bank if it becomes aware of any third party claim related to a Service. Customer will cooperate fully (and at its own expense) with Bank in recovering a loss. If Customer is reimbursed by or on behalf of Bank, Bank or its designee will be subrogated to all rights of Customer.
- 8.5.** Except as otherwise provided in the account agreement governing the Account, any claim, action or proceeding against Bank for losses or damages arising from a Service, must be brought within one year from the date of the act or omission.
- 8.6.** Bank will have no liability for failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond Bank's reasonable control. If Bank determines that any funds transfer or communications network, Internet service provider, or other system(s) it has selected to provide a Service is unavailable, inaccessible or otherwise unsuitable for use by Bank or Customer, Bank may, upon notice to Customer, suspend or discontinue the affected Service.
- 8.7.** Except in the case of Bank's negligence or intentional misconduct, Customer will indemnify and hold Bank, its directors, officers, employees and agents harmless from all losses or damages that arise out of: (a) the performance of a Service in accordance with the Service Documentation including without limitation any warranty Bank is required to make to a third party in connection with a Service; (b) an act or omission of any agent, courier or authorized representative of Customer; and (c) if the Service includes a license or sublicense of any software to Customer, the use or distribution of the software by Customer or any person gaining access to the software through Customer that is inconsistent with the license or sublicense.
- 8.8.** Bank will only be liable to Customer for actual damages incurred as a direct result of Bank's failure to exercise reasonable care in providing the Services. Reasonable care requires only that Bank follow standards that do not vary

unreasonably from the general standards followed by similarly situated banks. Bank's policies and procedures are general internal guidelines for Bank's use and do not establish a higher standard of care for Bank than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure of Bank to perform any of its obligations. Bank's liability to Customer will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).

8.9. Except as expressly provided otherwise in the Service Documentation, neither party to this Agreement nor its respective directors, officers, employees or agents will be liable to the other party 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.

8.10. Where Customer sends payments on behalf of its third party customers, Customer agrees it is solely liable to its customers for any and all losses such customers may suffer. Bank hereby excludes all and any liability of whatever nature (including those losses enumerated in subsection 8.9 of this Agreement) arising out of Customer's relationship with its customer.

9. Governing Law. The Service Documentation shall 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").

10. Arbitration Agreement. Upon demand of either party, any controversy or claim arising out of or relating to this Account 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 controversy is US \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in controversy of less than US \$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 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.

11. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration in Section 10), Customer hereby irrevocably submits 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 therein over any action or proceeding arising out of or relating to this Agreement and irrevocably agrees that all claims in respect of such action or proceeding may be heard or determined in such courts.

12. Miscellaneous.

12.1 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 Bank will incur no liability to Customer 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 legality, enforceability or validity of the remaining Service Documentation nor the legality, enforceability or validity of such portion or provision under the law of any other jurisdiction.

12.2 Entire Agreement. The Service Documentation (and any documents referred to therein) constitutes and represents the entire agreement between Bank and Customer regarding the Services we provide for all Accounts opened at Bank and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between Customer and Bank relating to any such Service (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).

12.3 No Waiver. Neither the failure nor any delay by Bank in exercising any right, remedy, power or privilege shall be deemed to be a waiver of such right, remedy, power or privilege. 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.

12.4 No Third Party Beneficiaries. Except as otherwise provided in the Service Documentation, no person or entity other than Customer and Bank will be deemed to be a third party beneficiary under the Service Documentation.

12.5 Financial Condition. Customer will provide Bank promptly upon Bank's request any existing financial statements or other information pertaining to Customer's financial condition or any previously unprepared financial statements which Bank may require Customer to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to Bank.

12.6 Customer's Representations and Warranties. Customer represents and warrants that: (a) it will not use any Service in a manner that could result in a contravention of Applicable Law by Customer or Bank; and (b) if Customer employs an agent in connection with its use of any Service, Customer represents and warrants to Bank that: (i) Customer's governing body has duly authorized the agent and (ii) Customer will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it.

12.7 Customer Communications. Any communication to Bank regarding Customer's use of a Service from Customer's agent will be deemed to be a communication from Customer, and Customer authorizes Bank to communicate with Customer's agent regarding any such communication or Service.

12.8 Notice. Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Customer will notify Bank promptly in writing of any change in its name, Address, legal status, electronic contact information (including an e-mail address or otherwise), or any other changes relevant to the conduct of the Account or affecting Customer's business relationship with Bank. The term "Address" as used herein refers to a mailing or electronic address. Customer will use the Address where Customer's relationship manager or other manager is located and will address any notice to the attention of such manager.

Bank will be entitled to rely on any notice from Customer that it believes in good faith was authorized by an authorized representative of Customer and, except as expressly stated in another agreement between Customer and Bank, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it

12.9 Survival. Sections 1, 4, 5, 6, 7, 8, 9, 10, 11, and 12 will survive termination of this Agreement.

APPENDIX X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A. – London Branch
2. Wells Fargo Bank, N.A. – Cayman Islands Branch

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Treasury Management Product Enrollment

Customer Information

Customer Name		CEO Company ID
Street Address		
City	State	Zip
Country Name		Country Code (if applicable)
Primary Contact		Phone
Email Address		Fax

Acceptance of Services

Each person signing in the signature block at the end of this form certifies that:

the customer identified in the signature block (“Customer” or “Company”) has received and agrees to be bound by the Service Documentation for the Treasury Management Services (each, a “Service”) in which Customer is enrolling as of the date of this form. “Service Documentation” is defined in Wells Fargo Bank, N.A.’s (“Bank”) Master Agreement for Treasury Management Services.

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

Customer’s use of any Service, including each Service Customer enrolls in after the Effective Date of this form, confirms Customer’s receipt of and agreement to be bound by the Service Documentation relating to that Service.

“Customer” may also be referred to as “Company” in the Service Documentation.

Customer Entity

Name(s)	TIN, SSN, Int'l or Gov ID(s)
----------------	-------------------------------------

ACH Origination Services – Security Procedure Elections

Description of Security Procedure

Definitions. An “Entry” is an automated clearing house (“ACH”) debit or credit entry issued in Customer’s name, and a “File” is the data file or batch release used to transmit one or more Entries (or a communication amending or canceling an Entry or File) to Bank. An “Initiation Method” is a method Bank offers to Customer for delivering a File to Bank. A “Security Procedure” is the method Customer elects in this form for Bank to verify the authenticity of a File delivered to Bank in Customer’s name. Bank will not use the Security Procedure to detect an erroneous or duplicate Entry or File.

Commercially Reasonable. Customer has determined the Security Procedure(s) Customer has elected (a) best meets Customer’s requirements with regard to the size, type and frequency of Files issued by Customer to Bank and (b) is commercially reasonable. Customer refuses to have its Files verified by any security procedure other than the Security Procedure Customer has elected.

Binding Instructions. Customer will be responsible for any erroneous or duplicate Entry or File Bank receives in Customer’s name. Customer agrees to be bound by each Entry and File, or request to cancel or amend an Entry or File, whether or not authorized by Customer, issued in Customer’s name and accepted by Bank in compliance with the Security Procedure Customer has elected.

Confidentiality. 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 unauthorized Entries or Files and warrants that no individual will be allowed to initiate an Entry or File without proper supervision and safeguards.

Election of Initiation Method(s) and Security Procedure(s)

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

Customer Entity

Name(s)	TIN, SSN, Int'l or Gov ID(s)
---------	------------------------------

Commercial Electronic Office® (CEO®) Initiation Method

Dual Custody (NOTE: Do not display this header on the generated form.)

The CEO® portal is Bank’s electronic banking portal that is accessed via the Internet. The CEO® security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Bank’s standard CEO® security procedures also include dual custody for

select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Single Custody with Secure Validation (NOTE: Do not display this header on the generated form.)

The *CEO*[®] portal is Bank's electronic banking portal that is accessed via the Internet. The *CEO*[®] security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Customer has declined to use dual custody, which is part of Bank's standard *CEO*[®] security procedures. With dual custody, an authenticated second user approves select high-risk ACH activities. Customer will instead use Secure Validation. With Secure Validation a single-use code is sent to an enrolled telephone number to confirm high-risk ACH activities. Secure Validation provides a lower level of protection than dual custody.

Dual Custody with "User Approve Own Entitlements" enabled (NOTE: Do not display this header on the generated form.)

The *CEO*[®] portal is Bank's electronic banking portal that is accessed via the Internet. The *CEO*[®] security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Customer has elected to use dual custody at a company level but has also selected an option that allows designated users to use single custody (Approve own). With dual custody, an authenticated second user approves select high-risk ACH activities. Customer with "User Approve Own" entitlements will use Secure Validation. With Secure Validation a single-use code is sent to an enrolled telephone number to confirm high-risk ACH activities. Secure Validation provides a lower level of protection than dual custody.

Direct Origination Initiation Method

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).

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.

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

Through the Wells Fargo Gateway, Company accesses a Bank-owned Application Programming Interface (“API”) to securely (a) request that Bank originate ACH credit and/or debit Entries on behalf of Company and (b) receive periodic updates from Bank as it processes Entries for Company. The Gateway uses tokenized transmission methods for direct communication between Company’s internal payment system(s) and Bank’s payment system. The Gateway security procedures require digital authentication of Company and Bank using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process Bank may require from time to time. Company’s tokens, API keys, digital certificates, and Company’s instruction to Bank do not identify an individual user initiating any request through the Gateway. Bank validates only that Company is authorized to request ACH origination and receive periodic updates via the Gateway, not whether a particular user is authorized to initiate the request.

Payment Manager[®] Initiation Method

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).

Machine-to-Machine (“M2M”). This transmission method may use an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages or other formats and protocols such as JSON and REST. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL).

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.

Value-Added Network (“VAN”). With this transmission method, a third party serves as an intermediary for transmitting data between Customer and Bank. Procedures for transmitting Files may vary by VAN. Bank follows the procedures of the VAN selected by Customer to authenticate each File transmitted to Bank through

the VAN in Customer's name.

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.

Security Procedure Elected by Customer's Third Party Service Provider

Customer is utilizing a Third Party Service Provider ("TPSP") as defined in the ACH Rules to originate Entries and Files on Customer's behalf. Bank will authenticate each File transmitted to Bank in Customer's name in accordance with the security procedure the Customer's TPSP has elected. Customer will notify Bank of any change to Customer's TPSP in a manner affording Bank a reasonable opportunity to act on the information. Customer's TPSP is:

Third Party Service Provider: _____

Contact Person: _____

Telephone: _____ Fax: _____

Non-Standard Security Procedure

Customer has refused to utilize any of the security procedures described above and has elected to use the Security Procedure set forth in Attachment B.

CEO® Users Set-up

(Note, this is represented by two checkboxes within TMLW- One including SA and one for non)

User Name	User ID (if existing)

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

ACH User
 ACH Administrator
 ACH Fraud Filter
 Cards²
 Payment Manager Online
 Other Treasury Management Products not in Administration³
 Other Treasury Management Products in Administration⁴

<input type="checkbox"/> Cash Vault <input type="checkbox"/> Deposit Inquiry <input type="checkbox"/> Change Orders Inquiry <input type="checkbox"/> Change Orders <input type="checkbox"/> Supply Order (specify):
--

Accounts: _____
 ACH IDs (File ID/Company ID): _____

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

INTERNAL BANK USE ONLY
Does the customer have Administration, or is it included in the current request? <input type="checkbox"/> Yes <input type="checkbox"/> No

CEO® Administration Set-up

(Note, there are unique versions for Business and Consumer. Consumer section does not possess Online Activation message about OA being deactivated)

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

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

Company Administrators – Complete applicable fields.

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

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

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

Recognition Card is a complimentary service that is entitled when a user gains access to Administration. Please choose "No" for Recognition Card in the table below if the user should not be granted access.

Company Administrator Name	Email Address	Token Serial Number (if reassigning)	User ID (if existing)	Recognition Card Yes/No

		existing token)		
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

As of May 2018 Online Activation is no longer available.

Administrators.

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

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

Recognition Card is a complimentary service that is entitled when a user gains access to Administration. Please choose "No" for Recognition Card in the table below if the user should not be granted access.

Administrator # Detailed Setup - Complete applicable fields

Administrator Name	Email Address	Token Serial Number (if reassigning existing token)	User ID (if existing)	Recognition Card Yes/No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

User Administration Options:

- User Maintenance
- Administrator Maintenance
- Reset Password

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

- All Users Specific Users:

List user names and user ids

If granting *User Maintenance* what CEO Services can the user administer?

- All CEO Services Specific CEO Services:

List CEO Services that can be administered

If granting *User Maintenance* what Accounts can the user administer?

- All Accounts Specific Accounts:

List Account Numbers that can be administered

If granting *User Maintenance* what ACH IDs can the user administer?

- All ACH IDs Specific ACH IDs

List ACH IDs(File ID/Company ID) 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/One Time Code

Company Service Options:

- Manage Company Alerts Settings
 Manage Company Statement and Notices Settings
 Manage Company Wires Settings

Custody Option

Dual Custody –

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

Forced Dual Custody –

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

Customized Forced Dual Custody

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

Customized Forced Dual Custody Settings –

Select the products you would like under dual custody in the CEO® Administration service. Only select products for which your company is enrolled. Additionally, specify the CEO® Administration service functions you would like under dual custody.

PRODUCT	CUSTODY SETTING	
ACH Payments (incl. Domestic and International)	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Administration	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Alerts	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Basic Banking	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Business Track	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Canadian Treasury Solutions	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Cash Concentration	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Centralized Disbursements	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Centralized Disbursements – Clients	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Credit Management	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Dealer Inventory Finance	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Deposit Maintenance	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Derivatives Access	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Desktop Deposit	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
E-Box Decisioning	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody

Equipment Finance	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Fed Funds	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Foreign Exchange	<input type="checkbox"/>	<input type="checkbox"/>
Fraud Manager:	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
ACH Fraud Filter		
ARP Register Maintenance	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Image Positive Pay	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Healthcare Claims Payments	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Healthcare Supplier Payments	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Image	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Institutional Investing – Reporting	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Item Detail Inquiry Service	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Lockbox	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Payment Manager®	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Prepaid Card	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Recognition Card	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Retail Lockbox Image Archive	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Returned Items	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
SAFE Transmission	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Statements and Notices	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Transaction Search	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Treasury Information Reporting	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Warehouse Lending Finance	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WFED – Wells Fargo Electronic Deposit	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wells Capital Management	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WellsTAX Payments	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
WF Business Online Banking	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wires	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
<u>Administration Settings</u>	<u>Custody Settings</u>	
Add/Edit User	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Password Reset	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Hide Secret Question and Answer	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Wires Limits and Authorizations	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody
Desktop Deposit Company Preferences	<input type="checkbox"/> Forced Dual Custody	<input type="checkbox"/> Single Custody

Single Custody –

Customer has declined to use dual custody, which is part of Bank's standard CEO® Administration procedures. With dual custody, an authenticated second user approves select high-risk activities. Customer has instead elected to use single custody. With single custody there is no secondary approval for any high-risk activities. 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.

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.)

<input type="checkbox"/> Account-specific Request	<input type="checkbox"/> 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.	<input type="checkbox"/> 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.)
Account Number <i>(Does not apply to Blanket Company Level Approval)</i>		Account Name

Check one: <input type="checkbox"/> Add Service <input type="checkbox"/> Delete Service <input type="checkbox"/> Change Amount	<p>Maximum Check Amount Authorized Payment Service <i>(not available in conjunction with Positive Pay or Perfect Presentment)</i></p> <p>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 above which exceed the Maximum Dollar Authorized Payment Amount specified below:</p> <p>Maximum Dollar Authorized Payment Amount:</p>
--	---

Check one: <input type="checkbox"/> Add Service	<p>Maximum Check Cashing Amount Authorized Payment Service <i>(not available in conjunction with Positive Pay or Perfect Presentment)</i></p>
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<input type="checkbox"/> Delete Service <input type="checkbox"/> Change Amount	<p>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 above which exceed the Maximum Check Cash Amount specified below:</p> <p>Maximum Check Cashing Amount:</p>
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<p>Check one:</p> <input type="checkbox"/> Add Service <input type="checkbox"/> Delete Service <input type="checkbox"/> Change Amount	<p>Maximum Over the Counter Amount Authorized Payment Service</p> <p>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 above which exceed-the Maximum Over the Counter Withdrawal Amount specified below:</p> <p>Maximum Over the Counter Withdrawal Amount:</p>
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<p>Check one:</p> <input type="checkbox"/> Add Service <input type="checkbox"/> Delete Service	<p>Checks to Individuals Authorized Payment Service</p> <p>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 above for any item made payable to an individual.</p>
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RSA SecurID Token Request Set-up

Please complete the information below to manage RSA SecurID Tokens for Company and Users, and establish CEO® ACH Payment 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 <i>CEO</i> [®] users) _____
Token Serial #* _____	ACH Payments Admin <input type="checkbox"/> Yes <input type="checkbox"/> No
New User <input type="checkbox"/> New Token	<input type="checkbox"/> Assign Token*
Existing User (Select one box only)	
<input type="checkbox"/> Replace Token	<input type="checkbox"/> Assign Token* <input type="checkbox"/> Un-Assign Token* <input type="checkbox"/> Delete Token*

Designation of Wells Fargo Stagecoach Sweep[®] Option

Customer Entity

Name(s) _____	Customer DDA(s) _____
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Statements and/or Confirmations will be sent to Customer by electronic means unless otherwise requested by Customer. Electronic means include Bank's *Commercial Electronic Office*[®], facsimile and/or Secure E-Mail.

Investment Sweep Options

Customer elects the following Option (check one box only):

- Wells Fargo *Stagecoach Sweep Preferred Option*.**

- Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option with secondary Wells Fargo *Stagecoach Sweep*, Preferred Option.**
- Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option.**
- Wells Fargo *Stagecoach Sweep* Fed Funds Purchased Agreement Option. (GFI Only)**
- Wells Fargo *Stagecoach Sweep* Fed Funds Sold Agreement Option. (GFI Only)**
- Wells Fargo *Stagecoach Sweep* Fed Funds Purchased & Sold Agreement Option. (GFI Only)**

Money Market Mutual Fund Sweep Options

Customer elects the following Option (check one box only):

- Wells Fargo Treasury Plus Money Market Fund - Class A - Fund 453**
- Wells Fargo Treasury Plus MMF- Service Class - Fund 454**
- Wells Fargo 100% Treasury Money Market Fund - Service Class - Fund 8**
- Wells Fargo Government MMF Admin Class – Fund 947**
- Wells Fargo Government MMF Institutional –Fund 1751**
- Wells Fargo Treasury Plus MMF Institutional –Fund 793**

Credit Sweep Option

Customer elects Bank's Credit Sweep Option.

Wire Transfer Services – Security Procedure Elections

Description of Security Procedure

Definitions. A “Payment Order” is an instruction to wire funds from Customer’s Account that Bank receives in Customer’s name. An “Initiation Method” is a method Bank offers to Customer for delivering a Payment Order to Bank. A “Security Procedure” is the method Customer elects for Bank to verify the authenticity of a Payment Order delivered to Bank in Customer’s name (other than a Payment Order delivered in person at a Bank location). Bank will not use the Security Procedure to detect an erroneous or duplicate Payment Order.

Commercially Reasonable. Customer has determined the Security Procedure Customer has elected (a) best meets Customer’s requirements with regard to the size, type and frequency of Payment Orders issued by Customer to Bank and (b) is commercially reasonable. Customer refuses to have its Payment Orders verified by any security procedure other than the Security Procedure Customer has elected.

Verified Payment Order. Customer will be responsible for any erroneous or duplicate Payment Order Bank receives in Customer’s name. Customer agrees to be bound by each Payment Order, or request to cancel or amend a Payment Order, whether or not authorized

by Customer, issued in Customer's name and accepted by Bank in compliance with the Security Procedure Customer has elected.

Confidentiality. 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 unauthorized Payment Orders and warrants that no individual will be allowed to initiate a Payment Order without proper supervision and safeguards.

Election of Initiation Method(s) and Security Procedure(s)

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

Customer Entity

Name(s)	TIN, SSN, Int'l or Gov ID(s)
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Commercial Electronic Office® (CEO®) Initiation Method

Dual Custody (NOTE: Do not display this header on the generated form.)

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

Secure Validation (NOTE: Do not display this header on the generated form.)

The CEO® portal is Bank's electronic banking portal that is accessed via the Internet. The CEO® security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Customer has declined to use dual custody. With dual custody, an authenticated second user approves select high-risk wire transfer activities. Customer will instead use Secure Validation. With Secure Validation, a single-use code is sent to an enrolled telephone number to confirm high-risk wire transfer activities. Secure Validation provides a lower level of protection than dual custody.

Payment Manager® Initiation Method

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).

Machine-to-Machine (“M2M”). This transmission method may use an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages or other formats and protocols such as JSON and REST. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL).

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.

Value-Added Network (“VAN”). With this transmission method, a third party serves as an intermediary for transmitting data between Customer and Bank. Procedures for transmitting Payment Orders may vary by VAN. Bank follows the procedures of the VAN selected by Customer to authenticate each Payment Order transmitted to Bank through the VAN in Customer’s name.

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.

Voice Initiation Method

Bank’s voice initiation security procedure consists of confirming (a) the personal identification number (“PIN”) accompanying a Payment Order corresponds with a valid PIN assigned to Customer for voice-initiated Payment Orders and (b) the voice print provided when placing a Payment Order matches the print registered for the PIN holder.

Verify Callback Service. If Bank receives a voice-initiated, non-repetitive Payment Order of \$ _____ or more, Bank will make one attempt to telephone an individual authorized to approve wires (“Authorized Approver”), not the initiator, to verify that Payment Order is authorized. A PIN and voice print are required to authenticate each Authorized Approver. If Bank is unable to (a) contact and authenticate or (b) obtain approval from an Authorized Approver, the Payment Order will not be processed.

Wells Fargo Gateway Initiation Method

Through the Wells Fargo Gateway, Company accesses a Bank-owned Application Programming Interface (“API”) to securely (a) request that Bank execute Payment Orders on behalf of Company and (b) receive periodic updates from Bank as it processes Payment Orders for Company. The Gateway uses tokenized transmission methods for direct communication between Company’s internal payment system(s) and Bank’s payment system. The Gateway security procedures require digital authentication of Company and Bank using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process Bank may require from time to time. Company’s tokens, API keys, digital certificates, and Company’s instruction to Bank do not identify an individual user initiating any request through the Gateway. Bank validates only that Company is authorized to issue Payment Orders and receive periodic updates via the Gateway, not whether a particular user is authorized to initiate the request.

SWIFT® Initiation Method

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.

Non-Standard Security Procedure

Customer has refused to utilize any of the security procedures described above and has elected to use the Security Procedure set forth in Attachment B.

CEO® Wires Set-up– For Company and Account Set-ups with Administration

Type of Request – Select request type and enter corresponding start date.

New Change Start Date: _____

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

Duplicate Check No. of Days (Default - 10)	Default Wire Fee Assignment (select one)	Value Date Roll Forward	File Import (File Import and Payment Manager Import)	Get Rate
	<input type="checkbox"/> Shared (Default) <input type="checkbox"/> Beneficiary <input type="checkbox"/> Originator	<input type="checkbox"/> YES <input type="checkbox"/> NO (Default)	<input type="checkbox"/> YES (Default) <input type="checkbox"/> NO	<input type="checkbox"/> YES (Default) <input type="checkbox"/> NO

Account Authorization – Account Funds Transfer

Account Number	Associated Application
	<input type="checkbox"/> Wires <input type="checkbox"/> Drawdowns <input type="checkbox"/> Book Transfers <input type="checkbox"/> Template Maintenance
	<input type="checkbox"/> Wires <input type="checkbox"/> Drawdowns <input type="checkbox"/> Book Transfers <input type="checkbox"/> Template Maintenance
	<input type="checkbox"/> Wires <input type="checkbox"/> Drawdowns <input type="checkbox"/> Book Transfers <input type="checkbox"/> Template Maintenance

CEO® Wires Set-up – For Company, Account, and User ID Set-ups without Administration

Type of Request – Select request type and enter corresponding start date.

New Change Start Date: _____

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

Cumulative Funds	Duplicate Check No. of	Default Wire Fee
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Transfer Daily Limit	Days (Default – 10)	Assignment (select one)
\$		<input type="checkbox"/> Shared (Default) <input type="checkbox"/> Beneficiary <input type="checkbox"/> Originator
Value Date Roll Forward	File Import (File Import and Payment Manager Import)	Get Rate
<input type="checkbox"/> YES <input type="checkbox"/> NO (Default)	<input type="checkbox"/> YES (Default) <input type="checkbox"/> NO	<input type="checkbox"/> YES (Default) <input type="checkbox"/> NO
Additional Approver Limits		
<input type="checkbox"/> Wires <input type="checkbox"/> Book Transfer <input type="checkbox"/> Drawdown	\$ \$ \$	

Complete the following regarding Funds Transfer Information for specific application types

Application Type	Funds Transfer Type Allowed	Number of Verifiers for Templated Wires (default is 1)	Number of Verifiers for Freeform Wires (default is 1)
Wire Transfer (Domestic, Intl & Federal Tax Payment)	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated & Freeform		
Drawdown	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated & Freeform		
Book Transfer	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated & Freeform		
Template Maintenance	Not Applicable		Not Applicable

Account Authorization – Account Funds Transfer Limits

Account Number	Cumulative Daily Limit	Associated Application
	\$	<input type="checkbox"/> Wires <input type="checkbox"/> Drawdowns <input type="checkbox"/> Book Transfers <input type="checkbox"/> Template Maintenance
	\$	<input type="checkbox"/> Wires <input type="checkbox"/> Drawdowns <input type="checkbox"/> Book Transfers <input type="checkbox"/> Template Maintenance
	\$	<input type="checkbox"/> Wires <input type="checkbox"/> Drawdowns <input type="checkbox"/> Book Transfers <input type="checkbox"/> Template Maintenance

Optional Default User Limits - Complete all fields to specify optional default limits for users. Enter User information below and select the Apply Default Limits checkbox

Application Type	Cumulative Daily Create/Modify/Delete Limit	Individual Approve/reject Limit	Cumulative Daily Approve/Reject Limit	Additional Approver Limit*	Individual Create/Modify/Delete Limit
Wire Transfers					
Book Transfers					
Drawdowns					
Template Maintenance	-----	-----	-----	-----	-----

User Information – Complete all fields

User Name	User ID – If existing CEO User
Email Address	Phone

If requesting CEO® Wires User ID set-up, the person signing this set-up form is authorized by the resolutions of the undersigned entity to designate the above person as an authorized user of the CEO® Wires product. In addition, the above User is being approved for the accounts listed with the maximum User Funds Transfer limit(s), ability to send templated and or non-templated transactions, and with the level of authority granted for each account listed.

User Settings – Complete all field below **or** select checkbox to apply Company default limits to this user.

Get Rate	File Import (FUS)
<input type="checkbox"/> YES (Default)	<input type="checkbox"/> YES (Default)
<input type="checkbox"/> NO	<input type="checkbox"/> NO

Application Type	Individual Create/Modify/Delete Limit	Cumulative Daily Create/Modify/Delete Limit	Individual Approve/reject Limit	Cumulative Daily Approve/Reject Limit	Additional Approver Limit*	Individual Create/Modify/Delete Limit
Wire Transfers	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated & Freeform					
Book Transfers	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated & Freeform					
Drawdowns	<input type="checkbox"/> Templated Only <input type="checkbox"/> Freeform Only <input type="checkbox"/> Templated & Freeform					

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

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

Voice Wires Set-up

Type of Request:

New Update Existing Information Delete Existing Information

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

1) _____ <input type="checkbox"/> G/L <input type="checkbox"/> DDA	2) _____ <input type="checkbox"/> G/L <input type="checkbox"/> DDA	3) _____ <input type="checkbox"/> G/L <input type="checkbox"/> DDA	4) _____ <input type="checkbox"/> G/L <input type="checkbox"/> DDA
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Advice Information (additional fees apply for these services)

For Fax or E-mail notification on intraday wire activity use the InfoFax setup form.

Mail Advice (this paper based serviced 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 advice for <input type="checkbox"/> PINs	Mail PINs to:
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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 & Non-Repetitive.

Authorized Callers First & Last Name	\$ Limit	Phone Number including area code	Initiation Type
	\$		<input type="checkbox"/> R <input type="checkbox"/> B
	\$		<input type="checkbox"/> R <input type="checkbox"/> B

Alternate Account to be Charged for Wire Fees

List account only if wire fees are to be assessed to this account

DDA AU and G/L _____

Account Relationship Link

To link accounts to the Master Account number (for Book Transfer pricing) enter the Master Account number. _____

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 Callers First & Last Name	\$ Limit	Phone Number including area code
	\$	

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

INTERNAL BANK USE ONLY	
Bank Approval	
Printed Name of Relationship Manager/ Authorized Approver	Phone
Relationship Manager/ Authorized Approver Signature*	Date
<i>*By signing this document you are approving and acknowledging this individual is authorized to make these changes on behalf of this company.</i>	

INTERNAL BANK USE ONLY	
Voice Wire Only – Submitter Information & Instructions	
Submitter Name	Submitter Phone
Submitter E-mail	Submitter Fax

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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.

FUNDS AVAILABILITY POLICY

Wholesale Banking

Effective October 1, 2014

The Wells Fargo logo, consisting of the words "WELLS" and "FARGO" stacked vertically in a white, sans-serif font on a black rectangular background.

The policy of Wells Fargo Bank, National Association (“Bank” or “Wells Fargo”), is to make funds from Company’s check deposits to Company’s account (in this policy, each an “account”) available to Company on the first business day after the day Bank receives the deposits, subject to the following.

Funds from the following deposits are available on the first business day after the day of Company’s deposits (i) if Company makes the deposit through an employee or agent in person to one of Bank’s employees and (ii) if it uses a special deposit slip available from Bank upon request:

- State and local government checks that are payable to Company.
- Cashier’s, certified, and teller’s checks that are payable to Company where Bank is not the issuer or drawee.

While Bank generally makes funds from Company’s check deposits available to Company on the first business day after the day Bank receives the deposits, Bank’s policy grants availability in accordance with an availability schedule or schedules provided or made available by Bank to Company contemporaneously with this policy or from time to time thereafter, subject, among other things, to 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, Company may withdraw the funds in cash and Bank will use the funds to pay checks that Company has written and fees and expenses that Company has incurred in connection with the account.

Determining the day of receipt

For determining the availability of Company’s deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If Company makes a deposit before Bank’s established cutoff time on a business day that Bank is open, Bank will consider that day to be the day of Company’s deposit. For deposits granted same calendar day availability as described below, the calendar day Company makes the deposit will be considered the day of deposit. For all other deposits, if Company makes a deposit after the cutoff time or on a day Bank is not open, Bank will consider the deposit was made on the next business day Bank is open. Cutoff times may vary by location and are posted in each store. The earliest cutoff time for a store is 2:00 p.m. local time. Cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

The length of the delay varies depending on the type of deposit as explained below.

Same calendar day availability

The following deposits will be available on the calendar day Bank receives the deposit:

- The first \$200 of a day’s check deposits made through a Wells Fargo ATM.
- Cash deposited through a Wells Fargo ATM.

Same business day availability

The following deposits will be available on the business day Bank receives the deposit:

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

If Company does not make its deposit in person to one of Bank's employees (for example, if Company mails the deposit), funds from these deposits will be available on the second business day after the day Bank receives Company's deposit.

Longer delays may apply

In some cases, Bank will not make all the funds that Company deposits by check available to Company on the first business day after the day of Company's deposits. Depending on the type of check Company deposits, funds may not be available until the second or third* business day after the day of deposit. The first \$200 of Company's deposit, however, may be available on the first business day.

Except as otherwise explained in this paragraph, if Bank is not going to make all funds from Company's deposit available on the business day of deposit or the first business day, Bank will notify you at the time Company makes its deposit. Bank will also tell Company when the funds will be available. If Company's deposit is not made directly to a Bank employee, or if Bank decides to take this action after Company's employee or agent has left the premises, Bank will mail the notice by the first business day after Bank receives the deposit.

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

- Bank believes a check Company deposits will not be paid.
- Company deposits checks totaling more than \$5,000 on any one day.
- Company redeposits a check that has been returned unpaid.
- Company has overdrawn its account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

Bank will notify Company if it delays Company's ability to withdraw funds for any of these reasons, and Bank will tell Company when the funds will be available. The funds will generally be available no later than the seventh or eighth* business day after the day of your deposit.

Holds on other funds (check cashing)

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

Holds on other funds (other accounts)

* Bank may delay availability of funds by one additional business day for certain checks deposited at a Bank location in Alaska. This right applies only if the check is drawn on or payable at or through a paying bank not located in Alaska.

If Bank accepts a check for deposit that is drawn on another bank, it may make funds from the deposit available for withdrawal immediately but delay Company's ability to withdraw a corresponding amount of funds that Company has on deposit in another account with Bank. The funds in the other account would then not be available until the time periods that are described in this policy.

Delays on other funds

Funds from any deposit (cash or checks) into accounts domiciled in Iowa and Nebraska made at eligible non-Wells Fargo ATMs in those same states will not be available until the third business day after the day of Company's deposit. This rule does not apply at ATMs that Bank owns or operates. All ATMs that Bank owns or operates are identified on Bank's machines as "Wells Fargo."

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COMMERCIAL DEPOSITORY SERVICE DESCRIPTION



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

- (a) this Service Description;
- (b) the Acceptance of Services or Treasury Management Product Enrollment form;
- (c) the Master Agreement for Treasury Management Services ("Master Agreement");
- (d) the account agreement governing the account(s) Company uses in connection with the Service; and
- (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

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

2. Description of Service. With the Service, Company may (a) order currency and coin (collectively, "cash") from Bank's cash vault and Bank will make such cash available to an armored car service acting as Company's agent ("Agent") at Bank's cash vault, and (b) deliver currency, coin, checks and other negotiable instruments to Bank's cash vault or night depository locations for processing.

3. Cash Orders from Bank's Cash Vault.

3.1. Cash Requests. Company may request in writing, telephonically by operator-assisted call or by touch tone/automated response, or electronically via transmission, facsimile, or Bank's *Commercial Electronic Office*[®] (CEO[®]) portal (each a "Cash Request") that Bank make available to Company's Agent at Bank's cash vault, in an amount designated in the Cash Request, shipments of cash (each a "Cash Shipment") in bags or other containers ("Cash Bags"). Bank is authorized to act upon any Cash Request Bank receives in accordance with this Service Description, and which Bank believes in good faith to have been made by an authorized representative of Company. Bank has no obligation whatsoever to verify, and will not be liable for its failure to verify or investigate, any Cash Request.

- 3.2. Making Cash Available to Company's Agent.** Bank is authorized to make Cash Shipments available to any person whom Bank in good faith believes to be Company's Agent. Bank will have no further responsibility, and Company assumes all risk of loss for cash made available to any such person. Bank will make Cash Shipments available only at the locations, on days, and during the hours published by Bank from time to time. Bank reserves the right to suspend the Service at any time without notice.
- 3.3. Company's Authorized Representatives.** Company will promptly certify to Bank the identity of: (a) the person with whom Bank is authorized to communicate regarding authorization codes or other security procedures; (b) Company's Agent authorized to accept delivery of cash; and (c) where applicable, the persons who are authorized users of the Service. Company will give prior written notice to Bank of any change in the person(s) or Agent so authorized by Company. Bank will be fully protected in relying on each such notification and on the obligation of Company to promptly notify Bank of any change in the person(s) or Agent so authorized by Company.
- 3.4. Security Procedures.** For requests made in writing or by facsimile, operator-assisted telephone call or transmission, a Customer ID assigned by Bank is required. For CEO requests, a User ID assigned by Bank is required. For touch-tone/automatic response telephone requests, an Access Code is required which can be assigned either by Bank or by Company. Operator limits may also be required. It is Company's responsibility to put into place internal procedures that will minimize the risk of an unauthorized person gaining access to the Customer ID, User ID(s) and Access Code(s). Such internal procedures include without limitation requiring users to maintain such number(s) and code(s) in strict confidence. Company will notify Bank immediately in the event a breach of security is suspected.
- 3.5. Debit of Account.** On the Business Day that Bank makes available any Cash Shipment to Company's Agent, Bank is authorized to debit Company's designated Account for the aggregate amount of the shipment. Company will maintain collected balances in the designated Account sufficient at all time to cover fully any debit. Bank has no obligation to release a requested Cash Shipment or any portion thereof to Company's Agent unless there are sufficient collected funds in the Account to fully cover the amount of the Shipment at the time the Shipment is to be made available to Company's Agent. If Company fails to specify an Account to Bank, Bank may debit any account which Company maintains with Bank for the amount of a requested Cash Shipment.
- 3.6. Packing Slip; Differences in Shipment Amount.** Each Cash Shipment will be accompanied by a packing slip. The packing slip will disclose the aggregate amount of the Cash Shipment, the overall number of containers included in the Cash Shipment, and the number of containers delivered to Company's Agent for transmittal to Company. With respect to any Cash Shipment made available to Company's Agent, Company will notify Bank immediately in writing of any difference between the amount specified on the packing slip for that Shipment and the amount, as counted by Company, of the Shipment. In the event that the difference cannot be resolved, Bank's count of the amount of the disputed Shipment will be conclusive and binding on Company.
- 4. Delivery and Processing of Deposit Shipments at Bank's Cash Vault.** The following procedures will govern Company's delivery of currency, coin, checks, and other negotiable instruments to Bank's cash vault locations (each a "Deposit Shipment"), and Bank's processing of such Deposit Shipments:

4.1. Use of Agent to Deliver Shipments. Company will deliver Deposit Shipments in deposit bags or other containers (“Deposit Bags”) to one of Bank’s cash vaults via an armored car service or, in Alaska only, the U.S. Postal service acting as Company’s agent (“Agent”). Company is responsible for making all arrangements with its Agent for delivery of Deposit Shipments, and Company assumes all risk of loss while a Deposit Shipment is in the possession of its Agent. Bank may accept Deposit Shipments from any person Bank believes in good faith to be Company’s Agent. The delivery of a Deposit Bag to Bank or Bank’s receipt for it on a manifest will not be deemed proof of Bank’s receipt of the contents listed on the deposit slip contained in the Deposit Bag or Company’s records. Bank will have no responsibility for any Deposit Bag or its contents delivered to one of Bank’s cash vaults until the Deposit Bag is accepted by Bank in accordance with its procedures and the contents of the Deposit Bag are counted by Bank.

4.2. Delivery Procedures. In delivering a Deposit Shipment to Bank’s cash vault, Company agrees to comply (and to cause its Agent to comply) with the following procedures:

- Deliver Deposit Bags only at the locations, on the days, and during the hours published by Bank from time to time;
- Properly endorse all checks and other negotiable instruments included in a Deposit Shipment;
- Use only Bank-approved Deposit Bags that are properly secured;
- Specify the number of Deposit Bags belonging to Company which are included in the overall shipment delivered to Bank, as well as the contents of each Deposit Bag, on a delivery manifest, a copy of which Company’s Agent will provide to Bank at the time of delivery;
- Obtain the signature of Bank’s employee who accepts delivery on that portion of the delivery manifest which the Agent retains; and
- Retain a copy of the receipt or other document covering each Deposit Bag delivered by Company to its Agent for at least one year from the date of delivery to Company’s Agent.

Company agrees that Deposit Bags will be used only for the deposit of currency, coin, checks, other negotiable instruments (collectively “items”), and will not be used in any unauthorized manner or for any unlawful purpose. As to any property other than items included in a Deposit Bag, Bank will not be deemed a bailee and will have no liability for any loss of or damage to such property which may occur.

4.3. Cut-off Time; Deposit to Account. If a Deposit Shipment is received at one of Bank’s cash vaults on a Business Day before Bank’s published “cut-off time” for that cash vault, the aggregate amount of the deposits in such Shipment will be credited on that Business Day to the Account with Bank specified on the deposit slip for that Shipment. If a Deposit Shipment is received at a cash vault on a Business Day after Bank’s “cut-off time,” the aggregate amount of the deposits in that Shipment will be credited to the Account on the next succeeding Business Day. Bank 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 Shipment.

4.4. Processing of Deposit Shipments. Company authorizes Bank to open each Deposit Bag, count the contents, credit the amount of items to the Depository Account indicated on the deposit slip contained in the Deposit Bag and process, all in accordance with Bank's customary procedures. All deposits are subject to verification, and Bank's 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 Bank and Company until the count has been completed and the deposit credited to the Account. Company acknowledges that it has had an opportunity to have Bank's applicable count and verification procedures explained to its representative and agrees that the same will be deemed commercially reasonable. Company understands that no photocopying or microfilming of items will be performed at any cash vault location.

4.5. Adjustment Procedures. If the aggregate amount of the items in any Deposit Shipment, as counted by Bank, is less than that reported on the deposit slip covering that Shipment, Bank will debit the Account specified on the deposit slip by such difference and report the difference to Company. If that Account has an insufficient collected and available balance to cover the debit, Bank will debit any of Company's other accounts with Bank for the difference, and Company agrees to promptly reimburse Bank for the difference (or any portion thereof) for which there are insufficient available balances in Company's accounts with Bank. If the aggregate amount of the items in any Deposit Shipment, as counted by Bank, is more than that reported on the deposit slip covering the Shipment, Bank will credit the Account specified on the deposit slip for the difference and notify Company of the difference.

5. Delivery and Processing of Deposit Shipments at Bank's Night Depository Locations. The following procedures will govern Company's delivery of currency, coin, checks, and other negotiable instruments (each a "Night Deposit") to Bank's night depository locations (each a "Night Deposit"), and Bank's processing of Night Deposits.

5.1. Night Depository Locations; Issuance of Keys. Company may make Night Deposits to its deposit account(s) with Bank by placing the items to be deposited into disposable bags furnished by Bank (each a "Night Bag") and then placing the Night Bags in the night depository receptacle ("Night Depository") at one of Bank's branches/stores (each a "Store") listed on Bank's Night Depository Set-up Form. Each office of Company listed on the Night Depository Set-up Form will receive one key to the Night Depository at a designated Store. Company will designate in writing to Bank the individuals to receive the key for each of its offices; Bank may require such individuals to sign a receipt for the keys they receive.

5.2. Contents of Night Bags; Deposit of Night Bags. Company agrees that Night Bags will be used only for the deposit of currency, coin, checks or negotiable instruments properly endorsed by Company (collectively "items"), and will not be used in any unauthorized manner or for any unlawful purpose. As to any property other than items included in a Night Bag, Bank will not be deemed a bailee and will have no liability for any loss of or damage to such property which may occur. Each Night Bag must contain one or more deposit slips listing all the items contained in that Bag and their total dollar amount, and identifying the deposit Account of Company to which the dollar amount of the deposit is to be credited. After each Night Bag is placed in a Night Depository, the Night Depository must be securely locked. At the time each Night Bag is placed in a Night Depository the Bag must be securely closed and placed completely in the Night Depository.

- 5.3. Processing of Night Deposits.** Bank may open each Night Bag and remove its contents without Company or any of its representatives being present. The contents of each Night Bag will be processed in accordance with Bank's standard procedures, and if placed in a Night Depository before Bank's established "cut-off time" on any Business Day, those items acceptable for deposit will be deposited into the Account as of the close of business on that same Business Day. The cut-off time for deposits made through the night depository may be different from that for deposits made at the teller line. Night Deposits placed in a Night Depository after Bank's established "cut-off time" will be credited to the Account on the next succeeding Business Day. Company understands and agrees that the contents of a Night Bag will not be credited to the Account, nor will the relationship between Company and Bank be that of a debtor to a creditor with respect to any item in a Bag, until Bank has accepted the item for deposit into the Account after counting all the items in the Bag and calculating the total dollar amount of all such items.
- 5.4. Counting and Adjustment Procedures.** If Company's records regarding the total dollar amount of the items in any Night Bag differ from Bank's calculation of the total dollar amount of the items in the Bag, Company has the burden of proving that its records show the correct amount in the Bag or Bank's total will be accepted as final. If there is a difference between Bank's total and Company's total for the amount of items in a Night Bag (as Company's total is shown on the deposit slip or slips in the Bag), Bank will send Company a statement indicating the amount of the difference. In the event that the difference cannot be resolved, Bank's count of the dollar amount will be conclusive and binding on Company.
- 5.5. Claims of Lost or Stolen Items.** Company will have the burden of proving the amount of any item which it claims was lost or stolen while it was at a designated Store and that disappearance of the item occurred while it was at the designated Store. Company agrees to notify Bank immediately if Company determines that any Night Bag or any item in a Night Bag has been lost or stolen while at one of Bank's Stores. Company agrees that it will have total responsibility for each Night Bag and its contents until the Bag has dropped completely into a Night Depository.
- 6. Special Instructions.** Company may submit to Bank in writing any special instructions it may have in connection with cash orders or deposits of items at Bank's cash vault or night depository locations. Bank may at its option accept or reject the instructions and so notify Company. Even if accepted, Bank may stop complying with the instructions upon prior notice to Company if, in Bank's opinion, continued compliance would increase Bank's costs or risks, interfere with its established or revised procedures, or diminish the efficiency of Bank's operations. Any loss attributable to increased risk resulting from a special procedure will be borne solely by Company.
- 7. Further Assurances.** Company agrees to do any and all such further acts Bank may consider reasonably necessary or desirable to implement and carry out the intent of this Service Description, including, without limitation, providing information Bank requests regarding any Deposit Shipment, including, without, limitation, information necessary to file a Currency Transaction Report under the regulations implementing the Currency and Foreign Transactions Reporting Act of 1970, as amended from time to time, and to determine the source of any cash or items in a Deposit Shipment.

- 8. Representations and Warranties regarding Deposit Shipments.** To be eligible to make Deposit Shipments at a cash vault or Night Depository, Company hereby represents and warrants to Bank at the time of the delivery of each Deposit Shipment that:
- 8.1 Deposits for Own Account.** Company makes Deposit Shipments for its sole account and does not directly or indirectly make any Deposit Shipments on behalf of any other party; unless such party has been previously disclosed to Bank and approved in writing by Bank, in its sole discretion.
 - 8.2 No Deposits from Outside the United States.** Company does not make Deposit Shipments from a source or sources known, or which upon reasonable inquiry would be known, to Company to be outside the United States.
 - 8.3 No Business as a Foreign Exchange House.** Company does not conduct any business, whether in whole or any part, as a foreign exchange house including, without limitation, as a Casa de Cambio.
- 9. Termination of Services.** Bank may immediately terminate any or all of the Services described herein in the event of Company's breach of any representation or warranty in Section 8. Otherwise, Bank may terminate this Service upon sixty (60) days prior notice to Company.
- 10. Survival.** Sections 3.6, 4.4., 4.5., 5.4., 5.5., 7 and 10 will survive termination of the Service.

RETURNED ITEM SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Returned Item service ("Service") and includes:
- (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

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

2. **Description of Bank's Returned Items Services.** A "Returned Item" is an Item that is returned to Bank unpaid after Company deposits it to an account at Bank (or another financial institution) that Company has enrolled in one or more of Bank's Returned Item Services (each, "Account"). Bank's Returned Item Services include: (a) Special Instructions regarding the handling of Company's Returned Items (section 4); (b) Returned Item Decisioning through Bank's *CEO*® portal (section 5); (c) Electronic Returns through which Bank submits Company's Returned Items as RCK entries in accordance with the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines as supplemented by any applicable operating rules of any automated clearing house of which Bank is a member, each as may be amended from time to time (together, "NACHA Rules") (sections 6-11); (d) Centralized Return Processing through which Bank processes Company's Returned Items as Company's centralized return processor (sections 12-15); (e) Returned Item Forwarding through which Bank forwards Returned Items Bank receives on Company's Accounts at Bank to Company's centralized returns processor (section 16); and (f) Returned Item Service Fee Recovery through which Bank issues MICR drafts to recover service fees Company assesses on its customers in connection with Returned Items (section 17).

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

- 10. Provisional Credit.** Any credit to Company's Account in connection with an RCK entry is provisional until such time as settlement for the RCK entry becomes final. In the event any RCK entry is returned or an adjustment memorandum is received with respect to the RCK entry, Company will immediately deposit with Bank sufficient good and collected funds to cover the returned RCK entry or adjustment memorandum. Company authorizes Bank to debit any of Company's account(s) for the amount of any such returned RCK entry or adjustment memorandum.
- 11. Reimbursement.** Unless it results solely from Bank's negligence or intentional misconduct, Company will indemnify and reimburse Bank from and against any and all Losses and Liabilities that Bank incurs either directly or indirectly, in connection with (a) the breach of any warranty Bank makes under the NACHA Rules or Company makes in the Service Description, or (b) any action Company asks Bank to take in connection with Bank's Electronic Returns Service.
- 12. Centralized Check Return Service.** When Company enrolls in Bank's Centralized Check Return Service, Bank processes Returned Items from Company's Account(s) at Bank and financial institution(s) other than Bank with which Company arranges for Bank to provide the Service. Company will place a special endorsement on the back of each check or other item it intends to deposit with a financial institution other than Bank that, upon dishonor, it wishes to have returned to Company's Centralized Return Account at Bank. This endorsement is the "centralized returns endorsement". It will include all of the information required by 12 CFR §229.35 (as amended from time to time) to be included in an endorsement made by a bank of first deposit and, to the extent possible, conform to the form of such an endorsement. The centralized returns endorsement will be designed to be more prominent than the endorsement of the actual depository bank and thereby increase the likelihood that the paying bank or other payor and any subsequent returning bank will identify Bank as Bank of first deposit. Bank, upon request, will supply Company with endorsement stamps or examples of endorsement stamps that satisfy the requirements of this section.
- 13. Relation of Multiple Endorsements.** Company understands (a) the centralized returns endorsement is in addition to, and not in place of, the endorsement placed on an Item by the depository bank; (b) the centralized returns endorsement may or may not obscure, in whole or in part, the endorsement placed on the Item by the depository bank; and (c) the endorsement placed on each Deposited Item by the depository bank may or may not obscure, in whole or in part, the centralized returns endorsement.
- 14. Delayed Returns; Lost Instruments; Liability; Indemnification.** With respect to where to return checks, 12 CFR §§229.30(g) and 229.31(g), respectively, provide that paying and returning banks may rely on any routing number that appears on a returned check as that of the bank of first deposit. This means a Returned Item may be returned to either Bank or to the actual depository bank. It also means there may be a significant delay in Bank's receipt of a Returned Item. Company, not Bank, is solely responsible for any and all claims, damages, losses, and expenses of any kind including without limitation attorney's fees and costs (collectively, "Losses and Liabilities") that may arise, either directly or indirectly, in connection with any delay in the return of any Returned Item. Company agrees to indemnify and hold Bank, its directors, officers, employees and agents (collectively, "Indemnified Persons") harmless from all Losses and Liabilities arising out of or in any way connected with acts or omissions by Bank or any such

indemnified party in connection with the delay in the return of any Item deposited to Company's account at another financial institution .

15. **Bank's Right to Chargeback Returned Items.** Bank may chargeback a Returned Item to any account Company owns in whole or in part at Bank or any affiliate of Bank without regard to whether the Returned Item was initially deposited to Company's Account at Bank or at another financial institution.
16. **Returned Item Forwarding.** When Company enrolls in Bank's Returned Item Forwarding Service, Company will place its centralized returns endorsement identifying Company's centralized return processor on the back of each check or other item it deposits to its Account(s) at Bank that, upon dishonor and subsequent receipt by Bank, it wishes Bank to forward to Company's Centralized Return processor. Bank will forward Company's Returned Items that Bank receives to Company's centralized return processor. Company acknowledges the possibility of a delay in its centralized return processor's receipt of a Returned Item that is first received by Bank and agrees Section 14 of this Service Description including Company's agreement to indemnify Indemnified Parties applies to Losses and Liabilities of any Indemnified Party in connection with Bank's Returned Item Forwarding Service.
17. **Returned Item Service Fee Recovery.** When Company enrolls in Bank's Returned Item Service Fee Recovery Service, Bank issues a MICR draft on the account of the issuer of a Returned Item in the amount to which Company and Bank separately agree will be Company's Returned Item service fee. Company represents and warrants to Bank that Company has properly disclosed to all its customers that it assesses a service fee for checks returned unpaid for any reason.
18. **Company's Agreement to Indemnify Bank.** Company will indemnify, defend, and save harmless the Indemnified Persons from and against all Losses and Liabilities awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to:
 - 18.1. Any material breach in a representation, warranty, covenant, or obligation of Company contained in the Service Documentation;
 - 18.2. The violation of any applicable law, statute, or regulation or of the Rules Applicable to Bank's Returned Items Services including without limitation Reg CC, Reg E and the NACHA Rules in the performance of Company's obligations under the Service Documentation;
 - 18.3. A breach of any warranty Bank makes under the NACHA Rules in connection with Bank's Electronic Returns Service under this Service Description ; and
 - 18.4. Any negligent or intentional act or omission by Company in the performance of its obligations under the Service Documentation.
19. **Survival.** Sections 6, 7, 9, 14, 16 and 18 of this Service Description will survive termination of the Service.

COMMERCIAL ELECTRONIC OFFICE[®] ("CEO"[®]) SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") *Commercial Electronic Office*[®] service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment form acceptable to Bank (each, "Acceptance");
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Customer uses in connection with the Service; and
 - (e) 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. 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 the *CEO*[®] portal. 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.

2. **Description of Service.** The *CEO*[®] portal is Bank's electronic banking portal that is accessed via the Internet. Authorized Representatives (see section 3) may use the *CEO*[®] portal to access (a) Bank Services in which Customer has separately enrolled (each, an "Accessed Service") and (b) third-party sites Bank may make available through the *CEO*[®] portal. Bank offers different channels through which Customer may access the *CEO*[®] portal that may include without limitation personal computers and mobile devices. Bank may add or eliminate channels at any time. A Bank Service or third party site accessible through one channel may not be accessible through another channel. The Service Documentation includes the Service Description for each Accessed Service. In the event of a conflict between the Service Description for the Accessed Service and this Service Description, the Service Description for the Accessed Service will control.
3. **Access to the *CEO*[®] portal.** When Customer enrolls in the *CEO*[®] portal and as Bank may determine is necessary after enrollment, Bank will (in accordance with section 4) provide one or more secure means of accessing the Services (each, a "Log-On Credential") to the persons who are authorized to access the *CEO*[®] portal on Customer's behalf (each an, "Authorized Representative"). Log-On Credentials may include without limitation Customer and user IDs, passwords, token IDs and other means of providing secure access to the *CEO*[®] portal Service that Bank adopts after the date Customer begins using the *CEO*[®] portal and may be changed by Bank at any time. Bank will have no obligation to Customer to verify or authenticate separately

any communication Bank receives in Customer's name through the *CEO*[®] portal, whether or not an Authorized Representative actually issued the communication. Bank may, at Bank's sole option, contact Customer with respect to any communication Bank receives in Customer's name, but Bank's election to contact Customer with respect to one or more communication will not obligate Bank to contact Customer with respect to any subsequent communication Bank receives in Customer's name.

4. Administration of the *CEO*[®] Portal.

4.1. General. Bank offers two options for administering the *CEO*[®] portal: (a) self-administration and (b) Bank administration.

4.2. Self-Administration. If Customer enrolls in Bank's self-administration option, there are three categories of Authorized Representatives: Customer Administrator, Administrator or User. Unless Customer and Bank separately agree, Bank provides Bank's then-current Log-On Credentials only to Customer's initial Customer Administrator(s) who will (a) assign Bank's Log-On Credentials to other individuals and (b) designate each such individual as (i) a Customer Administrator, who may perform all functions of Customer's initial Customer Administrator; (ii) an Administrator, who may perform all the functions of an Administrator including without limitation designating other Administrator(s) and User(s); or (iii) a User, who may access those Services as designated by a Customer Administrator or an Administrator and those in which Bank permits a User to self-enroll. Each Customer Administrator and Administrator has the authority to enroll Customer in additional Services. Customer will promptly revoke the Log-On Credentials of any Authorized Representative when that individual is no longer an Authorized Representative. Customer and Bank may agree separately that in addition to Company's use of self-administration as described in this section 4.2., Company may request that Bank assign Bank's then-current Log-On credentials to each User Customer designates in writing to Bank as Bank would if Customer elected Bank administration under section 4.3. Customer's designation to Bank will specify the Services which the User is authorized to access in addition to those Services in which Bank permits a User to self-enroll. Each User to whom Bank assigns Log-On credentials will remain authorized until the earlier of the removal of the User by Company through self-administration or by Bank through Bank administration within a reasonable time after receiving Customer's written notification that the User is no longer so authorized.

4.3. Bank Administration. If Customer does not enroll in Bank's self-administration option, there is one category of Authorized Representatives: Users. Bank will assign Bank's then-current Log-On credentials to each User Customer designates. Each User Customer designates will remain authorized until Bank has a reasonable time to act after receiving Customer's notification that the User is no longer so authorized.

5. Restricting or Terminating Access to the *CEO*[®] Portal. Bank will not be obligated to permit any Authorized Representative to use any Service through the *CEO*[®] portal if Bank determines such use is (a) not in accordance with any term applicable to the *CEO*[®] portal, (b) not permitted by Applicable Law, (c) not authorized by Customer or any third party whose authorization Bank believes is necessary for such use, or (d) should be denied for Customer's or Bank's protection (without Bank's agreeing to, or being required to, make this determination in any circumstance).

6. Financial Information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to Bank (collectively, "Financial Information") may be available to Customer at the *CEO*[®] portal. The posting of any Financial Information or any other information or data at the *CEO*[®] portal will not be a recommendation by

Bank of any particular Service or transaction. Bank does not guarantee the accuracy or completeness, (a) of any Financial Information, (b) is not responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) for any decision made or action taken by Customer in reliance on any Financial Information.

7. **Cash Flow Analysis Service.** This section contains additional terms applicable to Bank's Cash Flow Analysis Service. This Service enables Customer to view and use certain data for global cash positioning and forecasting and journal entry. Bank will automatically populate data from Customer's deposit account(s) at Bank and other financial institutions Customer directs to provide data to Bank. Customer may also manually populate data. Bank will not verify the accuracy or completeness of data from other financial institutions, customer-populated data or forecasting information. Forecasting information is not a guarantee of actual performance. If Customer uses this Service to convert balances to a currency other than the currency in which the account is denominated, the conversion rate used through the Service may differ from the conversion rate actually used when the funds are converted on a given Business Day.
8. **Customer's Representations and Warranties.** Customer represents and warrants to Bank:
 - 8.1. Customer's governing body has duly authorized each Authorized Representative, regardless of whether Customer enrolls in Bank's self-administration option, Bank administration or whether the individual is designated to act as Customer Administrator, Administrator or User; and
 - 8.2. Customer will preserve the confidentiality of the Log-On Credentials and immediately notify Bank if Customer becomes aware or suspects that any Log-On Credential may have been compromised.
9. **Customer's Agreement to Indemnify Bank.** Customer will indemnify and hold Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents harmless from and against all losses, damages, claims, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by any of them arising directly or indirectly from or related to any material breach in a representation, warranty, covenant, or obligation of Customer contained in this Service Description.
10. **Survival.** Sections 3, 4, 5, 6, 7, 8 and 9 will survive termination of the Service.

INFORMATION REPORTING and IMAGE DELIVERY SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") information reporting and image delivery ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment form acceptable to Bank (each, "Acceptance");
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Customer uses in connection with the Service; and
 - (e) 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. 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 Bank's *CEO* portal. 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.

2. **Description of Services.** Through the Service, Bank makes available to Customer data regarding transactions on and/or images of Items posted to (or other instruments processed through) deposit account(s) at Bank that Customer enrolls in the Service (each, "Account"). The data and images are referred to collectively in this Service Description as "information." The methods used to make information available to Customer include without limitation BAI File Transfer, Bank's *CEO* portal, physical media (CD-ROM and DVD), transmission, Machine-to-Machine ("M2M"), and an Application Programming Interface ("API") through Bank's Gateway. Depending on the Service Customer elects, the information may include images of items or other instruments (a) posted to or processed through the Account; (b) cashed or collected by Bank or accepted for deposit to the Account; and (c) returned unpaid to the Account. "Item" is defined in Customer's Account agreement. Images of posted Items that have been converted pursuant to the National Automated Clearing House Association Rules may not be available through the Service. Bank also offers an optional service through which Customer can place stop payment orders.
3. **Software Sublicense.** If a software license or sublicense is required for Customer to access the Service ("Software Sublicense"), Bank will make the terms of the Software Sublicense available to Customer as part of the set up process for the Service. Customer will be required to accept the Software Sublicense before being allowed to access the Service. Bank may terminate any Service requiring use of a Software Sublicense immediately on written notice to Customer, including without limitation if Customer fails to comply with the Software Sublicense.

4. **Stop Payment Orders.** If Customer elects a Service through which Customer is able to place stop payment orders, Customer's rights and Bank's obligations with respect to any stop payment order will be determined in accordance with the applicable Account agreement.
5. **Survivorship.** Sections 3 and 4 will survive the termination of the Service.

ACH ORIGATION SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. (“Bank”) ACH origination service (“Service”) and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services (“Master Agreement”);
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

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

2. **Description of Services.** The Service enables Company to originate automated clearing house (“ACH”) credit and debit entries in accordance with the National Automated Clearing House Association Operating Rules and any applicable local ACH rules (collectively, the “ACH Rules”; see section 3). Company will maintain one or more deposit account(s) at Bank or Bank’s affiliate (each, an “Account”), that Bank may use to process such Entries. An “Entry” is an ACH debit or credit entry issued in Company’s name, and a “File” is the data file or batch release used to transmit one or more Entries to Bank. Section 6 of this Service Description describes (a) the means Bank offers to Company for transmitting Files to Bank (each, an “Initiation Method”) and (b) the means Bank will use to verify Company’s authorization of a File or a communication amending or canceling an Entry or File (each, a “Security Procedure”). When Bank acts with respect to an Entry as both the originating depository financial institution (“ODFI”) and receiving depository financial institution (“RDFI”), as ODFI and RDFI are defined by the ACH Rules, the Entry is an “on-us Entry.”
3. **ACH Rules.** Company (a) authorizes Bank to originate Entries on behalf of Company to Receivers’ accounts; (b) agrees to be bound by the ACH Rules; and (c) agrees not to originate Entries that violate the laws of the United States. In addition, Company agrees Bank may audit Company’s compliance with the Service Documentation and the ACH Rules.
4. **Preparation of Entries and Files; Processing Schedules.** Company will prepare each File in accordance with the ACH Rules and the guidelines Bank separately makes available to Company. Bank will process each File in accordance with Bank’s then current processing schedule and any instructions regarding the date an Entry is to be settled that Company furnishes with the Entry provided (a) Bank receives the File by Bank’s applicable cutoff time on a Business Day and (b) the ACH is open for business. Files will be deemed received by Bank when the transmission of the File to Bank is completed and authenticated in compliance with the Security Procedure. If Bank receives a File after Bank’s applicable cutoff time or on a day when the ACH is not open for business, the File will be treated

as having been received prior to Bank's applicable cutoff time on the next Business Day on which the ACH is open for business. A "Business Day" is every day except Saturday, Sunday and federal holidays. In acting upon the Entries or processing Files, Bank may use any means of transmission, funds transfer system, clearing house or intermediary bank that Bank reasonably selects.

5. **Inconsistency of Name and Number.** If an Entry describes a "Receiver" (as defined in the ACH Rules), both by name and identifying number, the RDFI may pay the Entry on the basis of the identifying number, even if the number identifies a person different from the named Receiver. If an Entry describes the RDFI both by name and identifying number, Bank, 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.
6. **Initiation Methods and Security Procedures.** This section lists the Initiation Methods and describes the Security Procedures Bank offers for ACH origination. Company's elections regarding Initiation Methods and Security Procedures are set forth in the Acceptance.

6.1. **Commercial Electronic Office[®] (CEO[®]) Initiation Method.**

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

6.2. **Wells Fargo Gateway Initiation Method.**

Through the Wells Fargo Gateway, Company accesses a Bank-owned Application Programming Interface ("API") to securely (a) request that Bank originate ACH credit and/or debit Entries on behalf of Company and (b) receive periodic updates from Bank as it processes Entries for Company. The Gateway uses tokenized transmission methods for direct communication between Company's internal payment system(s) and Bank's payment system. The Gateway security procedures require digital authentication of Company and Bank using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process Bank may require from time to time. Company's tokens, API keys, digital certificates, and Company's instruction to Bank do not identify an individual user initiating any request through the Gateway. Bank validates only that Company is authorized to request ACH origination and receive periodic updates via the Gateway, not whether a particular user is authorized to initiate the request.

6.3. **Direct Origination Initiation Method.**

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).

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.

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.

6.4. Payment Manager® Initiation Method.

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).

Machine-to-Machine (“M2M”). This transmission method may use an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages or other formats and protocols such as JSON and REST. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL).

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.

Value-Added Network (“VAN”). With this transmission method, a third party serves as an intermediary for transmitting data between Company and Bank. Procedures for transmitting Payment Orders may vary by VAN. Bank follows the procedures of the VAN selected by Company to authenticate each File transmitted to Bank through the VAN in Company’s name.

SWIFT® File Act. 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.

6.5. Security Procedure Elected by Company’s Third Party Service Provider.

Company is utilizing a Third Party Service Provider (“TPSP”) as defined in the ACH Rules to originate Entries and Files on Company’s behalf. Bank will authenticate each File transmitted to Bank in Company’s name in accordance with the security procedure the Company’s TPSP has elected. Company will notify Bank of any change to Company’s TPSP in a manner affording Bank a reasonable opportunity to act on the information.

6.6. Non-Standard Security Procedure.

If Company has refused to utilize any of the security procedures described above, then the Security Procedure Company will use is described on Attachment B to the Treasury Management Product Enrollment form.

7. Company’s Payment Obligations. As of the applicable settlement date, Company will maintain available funds in each Account sufficient to cover the credit Entries originated against it. Company’s obligation to pay Bank for each credit Entry matures when Bank transmits the credit Entry to the ACH or gateway operator or posts an on-us Entry. Bank is authorized to debit the Account for the total amount of all credit Entries originated from it at any time. If requested by Bank, Company will pay to Bank, in immediately available funds, an amount equal to all credit Entries Company originates through

Bank before the date Bank delivers the credit Entries to the ACH or gateway operator or posts an on-us Entry. If Company fails to comply with Bank's request, Bank may refuse to send the Entries to the ACH or gateway operator or post an on-us Entry. Bank may take such other actions as it deems necessary or appropriate to ensure Bank receives payment for Company's credit Entries including without limitation (a) upon notice to Company, placing a hold on funds in any account at Bank or any affiliate of Bank that Company owns in whole or in part sufficient to cover Company's credit Entries and (b) setting off against any amount Bank or an affiliate of Bank owes Company. In addition, Bank may charge the Account or any other Company account at Bank or any affiliate of Bank for any debit, correcting or reversing Entry which is later returned to Bank.

- 8. Provisional Credit.** A credit to Company's Account for an Entry is provisional until Bank receives final settlement for the Entry. If Bank does not receive final settlement, Bank is entitled to debit Company's Account or any other accounts Company owns in whole or in part at Bank or any affiliate of Bank for the amount of the Entry. Company will pay any shortfall remaining after such debit to Bank immediately upon demand.
- 9. Rejected Entries.** Bank may reject an Entry or File if Company fails to comply with the terms of this Service Description. Bank will attempt to notify Company promptly so Company may cure the defect but will have no liability to Company for rejecting an Entry or File or any loss resulting from Bank's failure to provide notice. If Company requests Bank repair an Entry or File and Bank attempts to do so, Bank will not be liable if it is unable to make the requested repair. Company will pay all charges and expenses Bank incurs in connection with any repair or attempted repair.
- 10. Cancellation, Amendment, Reversal.** Company has no right to cancel, amend or reverse an Entry or File after its receipt by Bank. If Company requests Bank cancel, amend or reverse an Entry or File, Bank may, at its sole discretion, attempt to honor such request but will have no liability for its failure to do so. Company will reimburse Bank for any expenses, losses or damages Bank incurs in effecting or attempting to effect Company's request.
- 11. Returned Entries.** Bank will have no obligation to re-transmit a returned Entry or File to the ACH or gateway operator, or to take any further action with respect to a returned on-us Entry, if Bank complied with the terms of this Service Description with respect to the original Entry or File. Company will reimburse Bank for any returned debit Entries on the same day Company receives notice of such returned Entry.
- 12. Reconstruction of Entries and Files.** Company will retain sufficient records to permit it to reconstruct each Entry and File it delivers to Bank for a period of five (5) Business Days after the applicable settlement date and will submit the reconstructed Entry or File to Bank upon request.
- 13. Audit.** Company grants Bank ongoing access to Company's Files and the right to audit periodically such Files and Company's ACH processes and controls so Bank can verify Company's compliance with this Service Description.
- 14. Bank's Internal Risk Parameters.** Bank establishes internal risk parameters to identify out-of-pattern or suspect Entries or Files and protect Company and Bank from potential losses. These parameters may include without limitation limits on debit and credit settlements on a single Business Day and/or over multiple consecutive Business Days. Bank may pend or delete an Entry or File exceeding the applicable parameters. In addition, any transaction TYPE (debit or credit) or SEC (standard entry class) as defined in the ACH Rules may, at Bank's option, be conditioned upon Bank's prior approval. Upon notice to Company, Bank may discontinue processing a TYPE and/or SEC of transactions Bank has previously processed for Company.

15. International Entries.

- 15.1. General.** This section contains additional terms applicable when the financial institution holding the account designated to receive an Entry is in a jurisdiction (“Receiving Country”) other than the United States (each, an “International Entry”). Bank will process each International Entry in accordance with (a) the laws and payment system rules of the Receiving Country (b) any agreement governing International Entries between Bank and the gateway operator through which Bank processes the International Entry, the terms of which Bank communicates to Company prior to Company’s use of the Service or from time to time thereafter, and (c) the ACH Rules. If there is a conflict among these three clauses, they will govern in the order set forth in this subsection.
- 15.2. Credit Entries.** With respect to credit Entries Bank agrees to originate in the currency of a designated foreign government or intergovernmental organization (“Foreign Currency”), Bank will convert the amount to be transferred from U.S. dollars (“USD”) to the Foreign Currency at Bank’s sell rate for exchange in effect on the Business Day the Entry is transmitted by Bank to the ACH or gateway operator. If the financial institution designated to receive the funds does not pay the Receiver specified in the Entry, or if the Entry is subsequently determined to be erroneous, Bank will not be liable for a sum in excess of the amount of the original Entry after it has been converted from the Foreign Currency to USD at Bank’s buy rate for exchange at the time the Entry is returned to Bank.
- 15.3. Debit Entries.** With respect to debit Entries Bank agrees to originate in a Foreign Currency, Bank will convert the amount of each Entry from the Foreign Currency to U.S. Dollars at Bank’s buy rate for exchange in effect on the settlement date of the Entry. If the financial institution designated to receive the Entry subsequently returns it, Bank may charge the applicable Account (or any other accounts Company owns in whole or in part at Bank or any affiliate of Bank) for the amount equal to the value of the returned Entry, after Bank has converted the Foreign Currency to USD at Bank’s sell rate for exchange at the time the Entry is returned to Bank. Bank will not be liable for a sum in excess of the original amount of the Entry after conversion.
- 15.4. Acts or Omissions of Third Parties.** Bank will not be liable for any failure or delay by a gateway operator, any intermediary financial institution, or the financial institution designated to receive the Entry in the Receiving Country in processing or failing to process any Entry Bank transmits to the Receiving Country, or for acts or omissions by a third party including without limitation the delay or failure of any third party to process, credit or debit any Entry.

16. Third-Party Sender Activities. This section contains additional terms applicable when Company is a Third-Party Sender, as defined by the ACH Rules.

- 16.1. General.** Prior to originating any Entry on behalf of a customer of Company and/or upon request by Bank, Company will (a) notify Bank in writing of any other financial institution Company is using to originate transactions as a Third-Party Sender and thereafter notify Bank before Company adds any new financial institution for this purpose; (b) provide Bank with the information Bank requires to enable it to understand the nature of Company’s customer’s business including without limitation the name, Taxpayer Identification Number, business activity and geographic location of Company’s customer, and whether Company’s customer is itself a Third-Party Sender, (c) timely provide Bank with information Bank requires for purposes of Bank’s registration of Company or Company’s customer as a Third-Party Sender in accordance with the ACH Rules (“Registration”) and/or supplemental Registration information requested by Bank; (d) if specifically required by Bank, obtain Bank’s written approval to initiate or continue to initiate Entries for that customer, which approval Bank may rescind upon written notice to Company; and (e) enter into a written agreement with that customer whereby that customer agrees:

20. Warranties.

20.1. General. Company acknowledges Bank makes certain warranties under the ACH Rules and other applicable law with respect to each Entry. Company will reimburse Bank for any loss Bank incurs, including Bank's reasonable attorneys' fees and legal expenses, as the result of a breach of a warranty made by Bank in connection with any Entry Bank originates upon the instructions received from Company, except to the extent that the loss resulted from Bank's own gross negligence or intentional misconduct.

20.2. Smart Decision Service. If Company subscribes to Bank's Smart Decision Service, Company warrants Company (a) will transmit to Bank only Electronic Images that are suitable for processing, including, but not limited to, Electronic Images that are legible and contain machine-readable MICR data; (b) will not deposit to the Account or otherwise negotiate any original Paper Item from which Company has previously created and submitted to Bank an Electronic Image, unless Bank has notified Company the Electronic Image is not legible or contains MICR data that is not machine readable; and (c) will comply with the ACH Rules and Regulation E at all times Bank provides the Service.

20.3. MICR-Split Processing Service. If Company uses Bank's MICR-Split Processing Service, Company warrants that (a) Company has obtained the appropriate authorization from each person owning or holding the account shown in the debit Entry data delivered by Company to Bank, and such authorization will be operative at the time of Bank's issuance of the PACs; and (b) Company is not a "telemarketer" for purposes of the Federal Trade Commission's Telemarketer Sales Rule (16 C.F.R. Part 310).

21. Indemnification. Company acknowledges Bank indemnifies certain persons under the ACH Rules. Company agrees to reimburse Bank for any loss Bank incurs, including its reasonable attorneys' fees and legal expenses, as the result of the enforcement of any such indemnity, except to the extent the loss resulted solely from Bank's own gross negligence or intentional misconduct. In addition, Company will indemnify Bank from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by Bank arising directly or indirectly from or related to any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description.

22. Termination. In addition to the termination provisions contained in the Master Agreement, Bank may terminate the Services immediately upon notice to Company if Bank determines in its sole discretion: (a) the number of returned debit Entries originated under this Service Description is excessive; or (b) Company has breached a warranty provided under the ACH Rules or this Service Description or otherwise failed to comply with the ACH Rules.

23. Survival. Sections 4, 5, and 7-21 will survive termination of the Services.

WIRE TRANSFER SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Wire Transfer service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment form acceptable to Bank (each, "Acceptance");
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Customer uses in connection with the Service; and
 - (e) 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. 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 the *CEO* portal. 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.

2. **Description of the Service.** The Service enables Customer to instruct Bank to transfer funds by wire. Customer agrees 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. In this Service Description, an instruction to Bank (including any communication cancelling or amending an instruction) in Customer's name to transfer funds from Customer's account at Bank or Bank's affiliate (each, an "Account") is a "Payment Order." Section 5 of this Service Description describes (a) the means Bank offers to Customer for transmitting Payment Orders to Bank (each, an "Initiation Method") and (b) the means Bank will use to verify Customer's authorization of a Payment Order or a communication amending or canceling a Payment Order (each, a "Security Procedure").
3. **Preparation of Payment Orders; Processing Schedules.** Customer will prepare each Payment Order in accordance with guidelines Bank separately makes available from time to time. Bank will execute each Payment Order in accordance with Bank's then current processing schedule and any instructions Customer furnishes with the Payment Order regarding the date a Payment Order is to be executed. A Payment Order will be deemed received by Bank when Bank has verified it in compliance with the Security Procedure. If Bank receives a Payment Order after Bank's applicable cutoff time on any Business Day, Bank will treat the Payment Order as having been received prior to Bank's applicable cutoff time on Bank's next Business Day. "Business Day" means a day (other than a Saturday or Sunday) on which the applicable branch or subsidiary of Bank is open for general business in the country or jurisdiction in which the Account is maintained. When used in connection with funds transfer services, "Business Day" means each day on which Bank or the Bank office providing or facilitating the service is open for business related to that service.

4. Inconsistency of Name and Number. If a Payment Order describes the person to receive the funds that are the subject of the Payment Orders both by name and identifying number, Bank may execute the Payment Order solely on the basis of the identifying number, even if the number identifies a person different from the named person. If a Payment Order describes a financial institution both by name and identification number, the identification number may be solely relied upon to identify the financial institution, even if the identification number refers to a financial institution other than the named financial institution.

5. Initiation Methods and Security Procedures. This section lists the Initiation Methods and Security Procedures Bank offers for wire transfers. The availability of certain Initiation Methods and Security Procedures may vary by jurisdiction. Customer's elections regarding Initiation Methods and Security Procedures is/are set forth in the Acceptance.

5.1. Voice Initiation Method.

Bank's voice initiation security procedure consists of confirming that the personal identification number ("PIN") accompanying a Payment Order corresponds with a valid PIN assigned to Customer for voice-initiated Payment Orders.

5.1.1. Telephone Verification Service. If Bank receives a voice-initiated, non-repetitive Payment Order that exceeds the applicable pre-designated limit, Bank will make one attempt to telephone person(s) designated by Customer on the most current setup form for Customer in Bank's records to verify the Payment Order. If Bank is unable to complete the call, Bank will not process the Payment Order.

5.2. CEO Portal Initiation Method.

The CEO portal is Bank's electronic banking portal that is accessed via the Internet. Authorized users may access Bank's CEO Internet Wire Transfer Service through the CEO portal. CEO security procedures include log-on credentials specified by Bank (that may include a Customer ID, user ID and password) and any other authentication or authorization process Bank requires from time to time. Bank will use the CEO security procedures to authenticate each Payment Order received through the CEO portal in Customer's name.

5.3. Direct Origination Initiation Method.

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 Bank uses to authenticate each Payment Order transmitted to Bank in Customer's name.

IBM® - Sterling 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.

5.4. Payment Manager® Initiation Method.

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 Bank uses to authenticate each Payment Order transmitted to

Bank in Customer's name.

Machine-to-Machine ("M2M"). This transmission method uses an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL). Bank uses digital certificates to authenticate each Payment Order transmitted to Bank in Customer's name.

IBM® - Sterling 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 Customer and Bank. Procedures for transmitting Payment Orders may vary by VAN. Bank follows the procedures of the VAN selected by Customer to authenticate each Payment Order transmitted to Bank through the VAN in Customer's name.

5.5. Wells Fargo Gateway. Through the Wells Fargo Gateway, Company accesses a Bank-owned Application Programming Interface ("API") to securely (a) request that Bank execute Payment Orders on behalf of Company and (b) receive periodic updates from Bank as it processes Payment Orders for Company. The Gateway uses tokenized transmission methods for direct communication between Company's internal payment system(s) and Bank's payment system. The Gateway security procedures require digital authentication of Company and Bank using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process Bank may require from time to time. Company's tokens, API keys, digital certificates, and Company's instruction to Bank do not identify an individual user initiating any request through the Gateway. Bank validates only that Company is authorized to issue Payment Orders and receive periodic updates via the Gateway, not whether a particular user is authorized to initiate the request.

5.6. SWIFT® Initiation Method.

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").

5.7. Non-Standard Security Procedure.

If Customer has refused to utilize any of the security procedures described above, then the Security Procedure Customer will use is described on Attachment B to the Acceptance.

6. Authorization to Pay. Customer authorizes Bank to (a) execute any Payment Order Bank verifies 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 of

Customer at Bank or an affiliate) even if a debit results in an overdraft on the execution date. Customer will maintain sufficient available funds in the account specified in the Payment Order at the time of each debit.

- 7. Customer's Duty to Report Erroneous or Unauthorized Transfer Instructions.** Customer will exercise reasonable care to determine whether a Payment Order accepted by Bank was either erroneous or not authorized and to notify Bank of the relevant facts within a reasonable time not exceeding 14 days after Customer receives notification from Bank that the Payment Order was accepted or that the Account was debited with respect to the Payment Order, whichever is earlier. Customer will be liable to Bank for the loss Bank incurs as a result of Customer's failure to act in accordance with this section.
- 8. Rejected Payment Orders.** If a Payment Order is rejected for any reason Bank will attempt to notify Customer promptly so Customer may cure the defect but will have no liability to Customer for a rejected Payment Order or any loss resulting from Bank's failure to provide notice.
- 9. Cancellation, Amendment, Reversal.** A Payment Order will be final and not subject to cancellation, amendment or reversal by Customer, except Bank may, at Customer's request, make an effort to effect such cancellation, amendment or reversal without incurring any liability for its failure or inability to do so.
- 10. Drawdown Requests.** A "drawdown request" is an instruction from Customer to another depository institution to debit (a) an account at that institution and transfer the funds to Bank (each, an "outgoing drawdown request") or (b) the Account and transfer the funds to that institution (each, an "incoming drawdown request"). In this Service Description, "Payment Order" includes drawdown requests. Bank may execute an incoming drawdown request that conforms with instructions it receives through Fed Wire, SWIFT, CHIPS or any other funds transfer system, provided such instructions are not inconsistent with instructions Customer separately provides in writing. The authority to execute the incoming drawdown request will continue until Bank receives express written notice from Customer that such authority is revoked.
- 11. Limitation of Bank's Liability.** If Bank executes Customer's Payment Order by sending instructions to another financial institution, Bank may send the payment order by any transmission method and by any route Bank in its sole discretion considers reasonable. Bank 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 Bank has received confirmation of the effective cancellation of the Payment Order and Bank is in free possession of the funds debited or earmarked in connection with the Payment Order. If Bank is notified it did not transfer the full amount stated in a Payment Order, Bank's sole obligation will be to promptly execute a second Payment Order in the amount of the stated deficiency. If Bank executes a Payment Order in excess of the amount stated in the Payment Order, to the extent Customer does not receive the benefit of the Payment Order, Bank will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Payment Order. Additionally, Bank will be liable for the amount of interest Customer has lost due to the transfer of the excess amount, computed at the Federal Funds rate or as otherwise agreed. However, Bank's liability for loss of interest will be limited to 20 calendar days' interest. This section sets forth Bank's complete liability for a Payment Order issued or received under this Service Description.
- 12. Survival.** Sections 4, 5, 6, 7, 8, 9, 10, 11 and 12 will survive the termination of Services.

INTERMEDIARY BANK FUNDS TRANSFER SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Intermediary Bank Funds Transfer service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

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

2. **Description of Services.** This Service Description governs payment orders Bank receives via Fedwire for which Company is either an originating or intermediary bank and for which Bank is being requested to act as an intermediary bank (each a "Payment Order"). A Payment Order may include specific instructions to Bank to process the Payment Order as an outgoing funds transfer. Unless otherwise instructed, each Payment Order executed by Bank will be by means of a payment order denominated in U.S. dollars, even if the Payment Order received by Bank includes instructions Bank understands to indicate the Payment Order is a part of an international funds transfer. If so instructed, Bank will, before executing a Payment Order involving an international funds transfer, convert the amount of the Payment Order from U.S. dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency") in accordance with section 6 of this Service Description.
3. **Authentication of Payment Orders.** Payment Orders will be authenticated by Bank in accordance with such procedures as may be established from time to time to authenticate payment orders received from a Federal Reserve Bank.
4. **Service Fees.** For each Payment Order executed by Bank, Company agrees to pay Bank the service fee described in documentation that has been separately provided to Company (the "Service Fee"), receipt of which is hereby acknowledged, and any taxes applicable to the services provided hereunder, however designated, exclusive of taxes based on Bank's net income.

5. **Service Fees – Method of Payment.** Company will pay the Service Fees in accordance with the option selected below (**check one**):

- Fees deducted from funds transfer.** The Service Fee will be paid by Bank reducing the amount of funds to be transferred in connection with each Payment Order by the amount of the Service Fee. Company agrees that Bank will be entitled to be paid the full amount of the Payment Order, notwithstanding the fact that the amount of the payment order issued by Bank in execution of that Payment Order is reduced by the amount of the Service Fee.
- Fees deducted from funds transfer – with rebate.** The Service Fee will be deducted from each Payment Order in accordance with the pricing option labeled “Fees deducted from funds transfer.” A portion of the Service Fee, as specified by Wells Fargo, will be rebated to Company. The rebate will be paid by a single credit to an account Company maintains with Bank on the last Business Day of each month for the aggregate amount due Company in connection with the Payment Orders executed by Bank during that month. A “Business Day” is a calendar day other than a Saturday, Sunday or federal holiday on which Bank is open to the public for carrying on substantially all of its banking functions.
- Fees charged to Company.** Bank will separately charge Company for the Service Fee for processing each Payment Order. The Service Fees will be paid by Company as a part of Company’s account analysis.

Indemnification. If Company elects to pay the Service Fees under either the option entitled “Fees deducted from funds transfer” or the option entitled “Fees deducted from funds transfer – with rebate,” Company agrees to indemnify and hold harmless Bank, its employees, officers, directors and agents from any and all debts, claims, demands, actions, proceedings, judgments, losses, damages, attorney’s fees, payments, expenses and liabilities whatsoever which arise directly or indirectly by reason of the payment method selected hereunder.

6. **International Funds Transfers To Be Denominated In Foreign Currency.** Company may request that, prior to executing a Payment Order as part of an international funds transfer, Bank convert the amount to be transferred from U.S. dollars to the designated Foreign Currency. The conversion will be at Bank’s applicable sell rate for exchange in effect on the date the Payment Order is executed by Bank. If the beneficiary’s bank does not pay the beneficiary and the Payment Order is payable in Foreign Currency, Bank will not be liable for a sum in excess of the value of the Payment Order, less any fees that may have been deducted pursuant to the provisions of Section 4 of this Agreement, after it has been converted from Foreign Currency to U.S. dollars at Bank’s buy rate for exchange at the time the cancellation of the Payment Order is confirmed by Bank.
7. **Reports.** If Company elects the payment option titled “Fees deducted from funds transfer – with rebate,” Bank will provide Company with a monthly report detailing the activity related to the Payment Orders executed by Bank during the preceding month.
8. **Form and Format.** Each Payment Order will be in a form and format that is in accordance with Bank’s then-current instructions to Company.

INFORMATION REPORTING and IMAGE DELIVERY SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") information reporting and image delivery ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment form acceptable to Bank (each, "Acceptance");
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Customer uses in connection with the Service; and
 - (e) 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. 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 Bank's *CEO* portal. 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.

2. **Description of Services.** Through the Service, Bank makes available to Customer data regarding transactions on and/or images of Items posted to (or other instruments processed through) deposit account(s) at Bank that Customer enrolls in the Service (each, "Account"). The data and images are referred to collectively in this Service Description as "information." The methods used to make information available to Customer include without limitation BAI File Transfer, Bank's *CEO* portal, physical media (CD-ROM and DVD), transmission, Machine-to-Machine ("M2M"), and an Application Programming Interface ("API") through Bank's Gateway. Depending on the Service Customer elects, the information may include images of items or other instruments (a) posted to or processed through the Account; (b) cashed or collected by Bank or accepted for deposit to the Account; and (c) returned unpaid to the Account. "Item" is defined in Customer's Account agreement. Images of posted Items that have been converted pursuant to the National Automated Clearing House Association Rules may not be available through the Service. Bank also offers an optional service through which Customer can place stop payment orders.
3. **Software Sublicense.** If a software license or sublicense is required for Customer to access the Service ("Software Sublicense"), Bank will make the terms of the Software Sublicense available to Customer as part of the set up process for the Service. Customer will be required to accept the Software Sublicense before being allowed to access the Service. Bank may terminate any Service requiring use of a Software Sublicense immediately on written notice to Customer, including without limitation if Customer fails to comply with the Software Sublicense.

4. **Stop Payment Orders.** If Customer elects a Service through which Customer is able to place stop payment orders, Customer's rights and Bank's obligations with respect to any stop payment order will be determined in accordance with the applicable Account agreement.
5. **Survivorship.** Sections 3 and 4 will survive the termination of the Service.

ACCOUNT RECONCILIATION PLAN SERVICE

SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Account Reconciliation Plan service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

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

2. **Description of Services.** Bank's ARP Services enable Company to use Bank to (a) store information about Items Company issues on demand deposit accounts that Company enrolls in the Services (each, an "Account"); and (b) process the information in accordance with the Service option(s) that Company elects during the set up process for the Services and from time to time thereafter. Bank's User Guide for the Services details the Service options. "Item" is defined in Bank's Commercial Account Agreement.
3. **Issued Check Information.** If Company elects Bank's full ARP Service, each Business Day prior to the cutoff time Bank separately discloses, Company will provide Bank with the issue date, serial number and dollar amount of each Item Company issues on the Account ("Issued Check Information") using the communication channel(s) Company elects. If Company elects Bank's Deposit Location Reporting Service, Company will provide Bank with a list of Company's location numbers and names and may amend the list from time to time by notifying Bank in writing.
4. **Stop Payment Orders.** If Company uses the Service to place a stop payment order on any Item, Company understands that (a) Bank's Commercial Account Agreement governs the stop payment order; (b) each stop payment order is subject to Bank's 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 Company transmits the stop payment order to Bank.

POSITIVE PAY SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Positive Pay services (each, a "Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

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

2. **Description of Service.** The Service enables Company to instruct Bank to pay or return counterfeit Checks, Checks otherwise not validly issued and certain altered Checks presented to Bank for payment on the deposit account(s) at Bank that Company enrolls in the Service (each, an "Account"). Each Business Day, Bank electronically compares the serial number and numeric amount of each Check presented to Bank for payment before Bank's separately-disclosed cutoff time on the prior Business Day to Company's Check Issue Data (see section 5). In accordance with section 7, Bank will notify Company of each Check that does not match Company's Check Issue Data (each, an "Exception Item") and will pay or return each Exception Item in accordance with this Service Description. Bank separately reviews each "directly-presented Check" (see section 10). "Check" refers to each check presented for payment on Company's Account, whether it is counterfeit, not validly issued, altered or validly issued by Company. A "Business Day" is every day except Saturdays, Sundays, and federal holidays. Except as otherwise provided in this Service Description, enrollment in Bank's Account Reconciliation Plan ("ARP") Service is required.
3. **Service Options.** Company may enroll an Account in one of two options of the Service. The Service options differ based on (a) when Bank electronically compares a Check to Company's Check Issue Data (before or after posting the Check to Company's Account); (b) Bank's handling of errors on Checks; (c) the content of Bank's report to Company of discrepancies between a Check and Company's Check Issue Data ("Exceptions Report"); and (d) the time by which Company must notify Bank of Company's pay or return decision ("Decision Deadline"), as

specified in the Exceptions Report. Each discrepancy is an “Exception,” and each Check with a discrepancy is an “Exception Item.” Bank reserves the right to determine the nature of the review it performs of any Check based on the channel through which Bank receives the Check and other criteria Bank establishes from time to time.

3.1. Perfect Presentment[®] Positive Pay. Bank electronically compares a Check to Company’s Check Issue Data prior to posting the Check to Company’s Account. Each Check with error(s) that Bank can correct, such as an encoding error, will be corrected, so that the Exceptions Report includes only unresolved Exception Items. This option is offered only on an Account enrolled in Bank’s Controlled Disbursement Service.

3.2. Positive Pay and Positive Pay Only. Bank electronically compares a Check to Company’s Check Issue Data after posting the Check to Company’s Account. Bank then reviews each Exception Item, and reverses and reposts each Exception Item with error(s) that Bank can correct, such as encoding errors, so that the Exception Report includes only unresolved Exception Items. Enrollment in Bank’s ARP Service is not required for Positive Pay Only.

4. Payee Validation. In addition to performing the electronic comparison described in section 2, Bank electronically compares the payee’s name on each Check exceeding the dollar amount established by Bank (the “Payee Validation threshold”) to the payee’s name in Company’s Check Issue Data. Bank will not perform this electronic comparison or any other Payee Validation review on a Check that is less than the Payee Validation Threshold. If there is a discrepancy between the two names that is not within parameters Bank establishes, Bank will (a) include the Check as an Exception Item in Company’s Exceptions Report (and the discrepancy will constitute an Exception), or (b) manually review the Check. Bank will not perform Payee Validation with respect to a Check if (c) Company fails to include the payee’s name on the Check in Company’s Check Issue Data; (d) Bank does not receive Company’s Check Issue Data for the Check before the cutoff time Bank separately discloses; or (e) Company requests Bank add the payee’s name manually to Check Issue Data Company has previously provided to Bank. Bank will reimburse Company for the face amount of any Check under the Payee Validation threshold Bank pays if Company notifies Bank it has incurred a loss as a result of an unauthorized alteration of the payee’s name on the Check, except if the Check with the unauthorized alteration is hand-written or if Bank fails to identify an alteration or other exception in the payee’s name because Company has (x) truncated the payee’s name in Company’s Check Issue Data, or (y) elected to use customized zone formatting (as detailed in Bank’s Customer Guidelines for the Service).

5. Check Issue Data. The “Check Issue Data” for any Check is the Check’s complete serial number and numeric amount, and if Company has selected Payee Validation, the payee’s name (or truncated name). As detailed in Bank’s User Guide for the Service, a “truncated name” is the portion of a payee’s name Company includes in its Check Issue Data based on the option it has elected from the options for truncation Bank offers. Each Business day not later than the cutoff time Bank separately discloses, Company will provide Bank with the Check Issue Data for all issued Checks in the format, through the medium, and at the place(s) Bank specifies. Company will not distribute any Check before it has included the Check in the Check Issue Data it has provided to Bank. In performing the Service, Bank will use only the Check Issue Data Company provides to Bank. Bank will not electronically or manually compare a Check with an issue date after the current Business Day against the Checks presented for payment on the Account until the issue date contained on Company’s future-dated Check register matches the current Business Day’s calendar date. Bank will not accept Check Issue Data containing an issue date more than forty-five (45) calendar days in the future.

6. **Payment of Matching Checks.** If a Check presented to Bank matches the Check Issue Data Company has provided to Bank (a “Matching Check”), Bank will make final payment on the Check and charge the Check to Company’s Account (subject to section 13).
7. **Notification of Exception Item; Image of Exception Item.**
 - 7.1. **Electronic Comparison.** When Bank identifies an Exception Item through its electronic comparison process, Bank notifies Company of the Exception Item through the Exceptions Report Bank makes available to Company via Bank’s *Commercial Electronic Office*[®] (CEO[®]) portal.
 - 7.2. **Manual Review.** When Bank manually reviews a Check in accordance with section 4 and identifies a payee name discrepancy, Bank will use its best efforts but in no event make more than one attempt to notify Company of the discrepancy by telephoning Company at the number Bank has on file for Company.
 - 7.3. **Holdover Exception Items.** This subsection applies when Company has enrolled its Controlled Disbursement Account in Bank’s Perfect Presentment Positive Pay Service. A “Holdover Exception Item” is an Exception Item Bank identifies after Bank prepares and transmits the Exceptions Report to Company. Bank will use its best efforts but in no event make more than one attempt to notify Company of each Holdover Exception Item by telephoning Company at the number Bank has on file for Company.
 - 7.4. **Image of Exception Item.** Bank will use reasonable efforts to provide an image of any Exception Item (including a Holdover Exception Item) to Company, but Bank will have no liability if Bank is unable to do so prior to Company’s Decision Deadline.
8. **Default Options.** A “Default Option” is the action Bank takes with respect to each Exception Listed in the Exceptions Report (see subsection 7.1) if Company does not instruct Bank to pay or return it before the Decision Deadline applicable to it (see subsection 9.3). Bank offers two Default Options: (a) “Return”, under which Bank returns the Exception Item to the bank of first deposit marked “refer to maker” even if Company validly issued the Exception Item (and does not charge it to Company’s Account); or (b) “Pay”, under which Bank charges the Exception Item to Company’s Account (even if it is counterfeit, altered or not validly issued).
9. **Company’s Instructions to Bank; Failure to Instruct By Decision Deadline.**
 - 9.1. **Company’s Pay or Return Decision.** Company will make its pay or return decision based on the information about the serial number and amount of the Exception Item in the Exceptions Report, and if Company has elected Payee Validation, on any payee information Bank provides to Company.
 - 9.2. **Instructions Prior to Decision Deadline.** If, prior to Company’s Decision Deadline, Company instructs Bank to pay or return an Exception Item, Bank will follow Company’s instructions (subject to section 13). For each Exception Item, Company will use the same communications channel to instruct Bank that Bank used to notify Company of the Exception Item. If Bank included the Exception Item on the Exception Report Bank makes available to Company via the CEO[®] portal, Company will use the CEO[®] portal to communicate its instruction regarding the Exception Item to Bank. If Bank attempted to contact Company by telephone, Company will telephone Bank to communicate its instruction.

9.3. No Instructions Prior to Decision Deadline. If Company does not instruct Bank prior to Company's Decision Deadline with respect to an Exception Item described in subsection 7.1, Bank will process the Check in accordance with Company's Default Option. If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding an Exception Item described in subsection 7.2, Bank will return the Exception Item unpaid (regardless of Company's Default Option). If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding a Holdover Exception Item described in subsection 7.3, Bank will process the Holdover Exception Item in accordance with Company's Default Option.

10. Directly-Presented Checks. A "directly-presented Check" is a Check Bank receives for deposit or encashment at a Bank branch or through a depository channel that may present higher risk as Bank determines in its sole discretion from time to time. The risk is Bank may be required to make proceeds from a directly-presented Check available before Company could review and timely decision Bank's Exceptions Report on which Bank would identify the directly-presented Check as an Exception Item. When Company's Check Issue Data on file with Bank does not include a directly-presented Check at the time Bank receives the Check, Bank will (a) take those steps as Bank, in its sole discretion, determines are commercially reasonable to review and accept the Check for deposit or encashment, or (b) refuse to accept the Check for deposit or encashment. Bank may vary these steps depending on the channel through which Bank receives a directly-presented Check. Company may instruct Bank to exclude all directly-presented Checks from this process, in which event each directly-presented Check will be deemed to be a Matching Check, even if it is not included in Company's Check Issue Data on file with Bank at the time Bank receives it for deposit or encashment.

11. Limitation of Liability and Indemnification. Bank will pay each Check Company has authorized Bank to pay in accordance with this Service Description (including each Matching Check) and each Check Company is deemed to have authorized Bank to pay (including each Check Bank pays in accordance with Company's Default Option) without performing any Check verification procedure other than those procedures described in this Service Description. Bank will have no liability for paying a Matching Check or an Exception Item Company is deemed to have approved if (a) there is an alteration in its serial number or amount; (b) it is counterfeit, bears a forged or unauthorized signature; or (c) it was otherwise not validly issued. Each Check that Bank pays in accordance with this Service Description will be deemed properly payable, and each Check that Bank returns in accordance with this Service Description will be deemed not to be properly payable. Without limiting the indemnification provisions contained in the other Service Documentation, Company (i) indemnifies and holds Bank harmless from any and all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) that Bank may suffer or incur as a result of Bank's payment or return of a Check at Company's instruction or otherwise in accordance with sections 9 or 10 of this Service Description, and (ii) releases and forever discharges Bank from all claims and damages, whether known or unknown, liquidated or unliquidated, contingent, direct or indirect, which Company has, or claims to have against Bank relating to the payment or return of any Check in accordance with this Service Description.

12. Stop Payment; Cancel and Void Instructions; Stale-Dated Checks. Company will not use the Service as a substitute for Bank's stop payment service. Company will follow Bank's standard stop payment procedures if it desires to stop payment on a Check that was validly issued. Company will use (a) a cancel instruction only to delete an outstanding Check included in its Check Issue Data and (b) a void instruction only to notify Bank that a Check included in Company's Check Issue Data has been destroyed and will not be re-issued. Bank will have no

liability for failing to follow Company's cancel or void instruction for any Check on which Bank has made final settlement. If Company elects to use Bank's "stale-dated" feature, Bank will return each Matching Check other than a directly presented Check that is stale-dated unless Company instructs Bank to pay the Check. A Check is "stale-dated" when it is a Matching Check with an issue date exceeding the number of months Company elects as its stale date.

- 13. Bank's Right to Return Checks.** Nothing in this Service Description will limit Bank's right to return any Check that Company has authorized Bank to pay in accordance with this Service Description if Bank determines (a) the Check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance), or (b) there are insufficient collected and available funds in the Account to pay the Check. As between Company and Bank, any determination by Bank not to pay a Check will not constitute wrongful dishonor of such Check.

- 14. Survival.** Sections 4, 5, 7, 9, 10, 11 and 13 will survive termination of the Service.

ACCOUNT RECONCILIATION PLAN SERVICE

SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Account Reconciliation Plan service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

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

2. **Description of Services.** Bank's ARP Services enable Company to use Bank to (a) store information about Items Company issues on demand deposit accounts that Company enrolls in the Services (each, an "Account"); and (b) process the information in accordance with the Service option(s) that Company elects during the set up process for the Services and from time to time thereafter. Bank's User Guide for the Services details the Service options. "Item" is defined in Bank's Commercial Account Agreement.
3. **Issued Check Information.** If Company elects Bank's full ARP Service, each Business Day prior to the cutoff time Bank separately discloses, Company will provide Bank with the issue date, serial number and dollar amount of each Item Company issues on the Account ("Issued Check Information") using the communication channel(s) Company elects. If Company elects Bank's Deposit Location Reporting Service, Company will provide Bank with a list of Company's location numbers and names and may amend the list from time to time by notifying Bank in writing.
4. **Stop Payment Orders.** If Company uses the Service to place a stop payment order on any Item, Company understands that (a) Bank's Commercial Account Agreement governs the stop payment order; (b) each stop payment order is subject to Bank's 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 Company transmits the stop payment order to Bank.

POSITIVE PAY SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Positive Pay services (each, a "Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

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

2. **Description of Service.** The Service enables Company to instruct Bank to pay or return counterfeit Checks, Checks otherwise not validly issued and certain altered Checks presented to Bank for payment on the deposit account(s) at Bank that Company enrolls in the Service (each, an "Account"). Each Business Day, Bank electronically compares the serial number and numeric amount of each Check presented to Bank for payment before Bank's separately-disclosed cutoff time on the prior Business Day to Company's Check Issue Data (see section 5). In accordance with section 7, Bank will notify Company of each Check that does not match Company's Check Issue Data (each, an "Exception Item") and will pay or return each Exception Item in accordance with this Service Description. Bank separately reviews each "directly-presented Check" (see section 10). "Check" refers to each check presented for payment on Company's Account, whether it is counterfeit, not validly issued, altered or validly issued by Company. A "Business Day" is every day except Saturdays, Sundays, and federal holidays. Except as otherwise provided in this Service Description, enrollment in Bank's Account Reconciliation Plan ("ARP") Service is required.
3. **Service Options.** Company may enroll an Account in one of two options of the Service. The Service options differ based on (a) when Bank electronically compares a Check to Company's Check Issue Data (before or after posting the Check to Company's Account); (b) Bank's handling of errors on Checks; (c) the content of Bank's report to Company of discrepancies between a Check and Company's Check Issue Data ("Exceptions Report"); and (d) the time by which Company must notify Bank of Company's pay or return decision ("Decision Deadline"), as

specified in the Exceptions Report. Each discrepancy is an “Exception,” and each Check with a discrepancy is an “Exception Item.” Bank reserves the right to determine the nature of the review it performs of any Check based on the channel through which Bank receives the Check and other criteria Bank establishes from time to time.

3.1. Perfect Presentment[®] Positive Pay. Bank electronically compares a Check to Company’s Check Issue Data prior to posting the Check to Company’s Account. Each Check with error(s) that Bank can correct, such as an encoding error, will be corrected, so that the Exceptions Report includes only unresolved Exception Items. This option is offered only on an Account enrolled in Bank’s Controlled Disbursement Service.

3.2. Positive Pay and Positive Pay Only. Bank electronically compares a Check to Company’s Check Issue Data after posting the Check to Company’s Account. Bank then reviews each Exception Item, and reverses and reposts each Exception Item with error(s) that Bank can correct, such as encoding errors, so that the Exception Report includes only unresolved Exception Items. Enrollment in Bank’s ARP Service is not required for Positive Pay Only.

4. Payee Validation. In addition to performing the electronic comparison described in section 2, Bank electronically compares the payee’s name on each Check exceeding the dollar amount established by Bank (the “Payee Validation threshold”) to the payee’s name in Company’s Check Issue Data. Bank will not perform this electronic comparison or any other Payee Validation review on a Check that is less than the Payee Validation Threshold. If there is a discrepancy between the two names that is not within parameters Bank establishes, Bank will (a) include the Check as an Exception Item in Company’s Exceptions Report (and the discrepancy will constitute an Exception), or (b) manually review the Check. Bank will not perform Payee Validation with respect to a Check if (c) Company fails to include the payee’s name on the Check in Company’s Check Issue Data; (d) Bank does not receive Company’s Check Issue Data for the Check before the cutoff time Bank separately discloses; or (e) Company requests Bank add the payee’s name manually to Check Issue Data Company has previously provided to Bank. Bank will reimburse Company for the face amount of any Check under the Payee Validation threshold Bank pays if Company notifies Bank it has incurred a loss as a result of an unauthorized alteration of the payee’s name on the Check, except if the Check with the unauthorized alteration is hand-written or if Bank fails to identify an alteration or other exception in the payee’s name because Company has (x) truncated the payee’s name in Company’s Check Issue Data, or (y) elected to use customized zone formatting (as detailed in Bank’s Customer Guidelines for the Service).

5. Check Issue Data. The “Check Issue Data” for any Check is the Check’s complete serial number and numeric amount, and if Company has selected Payee Validation, the payee’s name (or truncated name). As detailed in Bank’s User Guide for the Service, a “truncated name” is the portion of a payee’s name Company includes in its Check Issue Data based on the option it has elected from the options for truncation Bank offers. Each Business day not later than the cutoff time Bank separately discloses, Company will provide Bank with the Check Issue Data for all issued Checks in the format, through the medium, and at the place(s) Bank specifies. Company will not distribute any Check before it has included the Check in the Check Issue Data it has provided to Bank. In performing the Service, Bank will use only the Check Issue Data Company provides to Bank. Bank will not electronically or manually compare a Check with an issue date after the current Business Day against the Checks presented for payment on the Account until the issue date contained on Company’s future-dated Check register matches the current Business Day’s calendar date. Bank will not accept Check Issue Data containing an issue date more than forty-five (45) calendar days in the future.

6. **Payment of Matching Checks.** If a Check presented to Bank matches the Check Issue Data Company has provided to Bank (a “Matching Check”), Bank will make final payment on the Check and charge the Check to Company’s Account (subject to section 13).
7. **Notification of Exception Item; Image of Exception Item.**
 - 7.1. **Electronic Comparison.** When Bank identifies an Exception Item through its electronic comparison process, Bank notifies Company of the Exception Item through the Exceptions Report Bank makes available to Company via Bank’s *Commercial Electronic Office*[®] (CEO[®]) portal.
 - 7.2. **Manual Review.** When Bank manually reviews a Check in accordance with section 4 and identifies a payee name discrepancy, Bank will use its best efforts but in no event make more than one attempt to notify Company of the discrepancy by telephoning Company at the number Bank has on file for Company.
 - 7.3. **Holdover Exception Items.** This subsection applies when Company has enrolled its Controlled Disbursement Account in Bank’s Perfect Presentment Positive Pay Service. A “Holdover Exception Item” is an Exception Item Bank identifies after Bank prepares and transmits the Exceptions Report to Company. Bank will use its best efforts but in no event make more than one attempt to notify Company of each Holdover Exception Item by telephoning Company at the number Bank has on file for Company.
 - 7.4. **Image of Exception Item.** Bank will use reasonable efforts to provide an image of any Exception Item (including a Holdover Exception Item) to Company, but Bank will have no liability if Bank is unable to do so prior to Company’s Decision Deadline.
8. **Default Options.** A “Default Option” is the action Bank takes with respect to each Exception Listed in the Exceptions Report (see subsection 7.1) if Company does not instruct Bank to pay or return it before the Decision Deadline applicable to it (see subsection 9.3). Bank offers two Default Options: (a) “Return”, under which Bank returns the Exception Item to the bank of first deposit marked “refer to maker” even if Company validly issued the Exception Item (and does not charge it to Company’s Account); or (b) “Pay”, under which Bank charges the Exception Item to Company’s Account (even if it is counterfeit, altered or not validly issued).
9. **Company’s Instructions to Bank; Failure to Instruct By Decision Deadline.**
 - 9.1. **Company’s Pay or Return Decision.** Company will make its pay or return decision based on the information about the serial number and amount of the Exception Item in the Exceptions Report, and if Company has elected Payee Validation, on any payee information Bank provides to Company.
 - 9.2. **Instructions Prior to Decision Deadline.** If, prior to Company’s Decision Deadline, Company instructs Bank to pay or return an Exception Item, Bank will follow Company’s instructions (subject to section 13). For each Exception Item, Company will use the same communications channel to instruct Bank that Bank used to notify Company of the Exception Item. If Bank included the Exception Item on the Exception Report Bank makes available to Company via the CEO[®] portal, Company will use the CEO[®] portal to communicate its instruction regarding the Exception Item to Bank. If Bank attempted to contact Company by telephone, Company will telephone Bank to communicate its instruction.

9.3. No Instructions Prior to Decision Deadline. If Company does not instruct Bank prior to Company's Decision Deadline with respect to an Exception Item described in subsection 7.1, Bank will process the Check in accordance with Company's Default Option. If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding an Exception Item described in subsection 7.2, Bank will return the Exception Item unpaid (regardless of Company's Default Option). If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding a Holdover Exception Item described in subsection 7.3, Bank will process the Holdover Exception Item in accordance with Company's Default Option.

10. Directly-Presented Checks. A "directly-presented Check" is a Check Bank receives for deposit or encashment at a Bank branch or through a depository channel that may present higher risk as Bank determines in its sole discretion from time to time. The risk is Bank may be required to make proceeds from a directly-presented Check available before Company could review and timely decision Bank's Exceptions Report on which Bank would identify the directly-presented Check as an Exception Item. When Company's Check Issue Data on file with Bank does not include a directly-presented Check at the time Bank receives the Check, Bank will (a) take those steps as Bank, in its sole discretion, determines are commercially reasonable to review and accept the Check for deposit or encashment, or (b) refuse to accept the Check for deposit or encashment. Bank may vary these steps depending on the channel through which Bank receives a directly-presented Check. Company may instruct Bank to exclude all directly-presented Checks from this process, in which event each directly-presented Check will be deemed to be a Matching Check, even if it is not included in Company's Check Issue Data on file with Bank at the time Bank receives it for deposit or encashment.

11. Limitation of Liability and Indemnification. Bank will pay each Check Company has authorized Bank to pay in accordance with this Service Description (including each Matching Check) and each Check Company is deemed to have authorized Bank to pay (including each Check Bank pays in accordance with Company's Default Option) without performing any Check verification procedure other than those procedures described in this Service Description. Bank will have no liability for paying a Matching Check or an Exception Item Company is deemed to have approved if (a) there is an alteration in its serial number or amount; (b) it is counterfeit, bears a forged or unauthorized signature; or (c) it was otherwise not validly issued. Each Check that Bank pays in accordance with this Service Description will be deemed properly payable, and each Check that Bank returns in accordance with this Service Description will be deemed not to be properly payable. Without limiting the indemnification provisions contained in the other Service Documentation, Company (i) indemnifies and holds Bank harmless from any and all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) that Bank may suffer or incur as a result of Bank's payment or return of a Check at Company's instruction or otherwise in accordance with sections 9 or 10 of this Service Description, and (ii) releases and forever discharges Bank from all claims and damages, whether known or unknown, liquidated or unliquidated, contingent, direct or indirect, which Company has, or claims to have against Bank relating to the payment or return of any Check in accordance with this Service Description.

12. Stop Payment; Cancel and Void Instructions; Stale-Dated Checks. Company will not use the Service as a substitute for Bank's stop payment service. Company will follow Bank's standard stop payment procedures if it desires to stop payment on a Check that was validly issued. Company will use (a) a cancel instruction only to delete an outstanding Check included in its Check Issue Data and (b) a void instruction only to notify Bank that a Check included in Company's Check Issue Data has been destroyed and will not be re-issued. Bank will have no

liability for failing to follow Company's cancel or void instruction for any Check on which Bank has made final settlement. If Company elects to use Bank's "stale-dated" feature, Bank will return each Matching Check other than a directly presented Check that is stale-dated unless Company instructs Bank to pay the Check. A Check is "stale-dated" when it is a Matching Check with an issue date exceeding the number of months Company elects as its stale date.

- 13. Bank's Right to Return Checks.** Nothing in this Service Description will limit Bank's right to return any Check that Company has authorized Bank to pay in accordance with this Service Description if Bank determines (a) the Check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance), or (b) there are insufficient collected and available funds in the Account to pay the Check. As between Company and Bank, any determination by Bank not to pay a Check will not constitute wrongful dishonor of such Check.

- 14. Survival.** Sections 4, 5, 7, 9, 10, 11 and 13 will survive termination of the Service.